

AGREEMENT
EMERGENCY MEDICAL SERVICES
FIELD INTERNSHIP FOR PARAMEDIC PROGRAM

This Agreement is made and entered into this 1st day of July, 2015 by and between the City of Redlands, a municipal corporation (“City”) and the San Bernardino Community College District (Crafton Hills College) (“District”) who are sometimes herein individually referred to as a “Party,” and, together, as the “Parties.”

PART I BASIS AND PURPOSE OF AGREEMENT; RECITALS

WHEREAS, District and City acknowledge a public obligation to contribute to Emergency Medical Services education for the benefit of students and to meet community needs; and

WHEREAS, District provides approved programs in Emergency Medical Services education which require clinical/field externship experience for students enrolled in these programs; and

WHEREAS, City has facilities suitable for the clinical/field externship needs of District programs in Emergency Medical Services; and

WHEREAS, it is to the benefit of both District and City that Emergency Medical Services students have opportunities for clinical/field externship experience to enhance their capabilities as practitioners;

NOW, THEREFORE, in consideration of the mutual promises contained herein, District and City agree as follows:

PART II GENERAL RESPONSIBILITIES AND PRIVILEGES OF DISTRICT

A. For the Program in General

1. District is committed to the achievement of equal educational opportunity. Decisions related to admission, participation, student’s employment and financing will not be influenced by race, religion, sex, age, disability, or national origin.

2. District assumes full responsibility for offering Emergency Medical Services education programs eligible for accreditation by any appropriate State Board involved.

3. District faculty members may be invited by City to serve as voluntary resource persons to City staff by serving on Emergency Medical Services committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
4. District agrees to provide liability insurance for District employees while participating in activities relating to the instructional program.
5. Malpractice coverage for Emergency Medical Services students is, and throughout the term of this Agreement will be, carried by the individual student.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical/field externship instruction plans for using City's clinical/field externship areas to meet the educational goals of Emergency Medical Services curricula. These plans will be made available to City at a mutually agreed upon time and subject to revision in instances of conflict with hospital patient care responsibilities or District interests.

C. For Clinical/Field Externship Instructors

1. District will provide faculty members who are both qualified and competent teachers and licensed health care practitioners for all academic areas.
2. District faculty will be responsible for learning and observing the regulations of both District and City as they apply to the circumstances of clinical/field externship teaching.
3. District has the privilege of regularly scheduled meetings at mutually agreed upon times at the City with City staff, including both selected personnel and administrative level representatives, for the purpose of interpreting, discussing, and evaluating the educational program involved.

D. For Emergency Medical Services

1. District faculty shall be responsible for instructing in regard to patient and institution confidentiality.

2. District faculty shall inform the students that they must be able to provide a records of immunizations and physical examination, if requested.
3. Emergency Medical Services students shall have the status of students and shall not be considered to be City employees, nor shall they replace City staff. Clinical/field externship experience will be conducted as a laboratory learning experience.
4. Emergency Medical Services students are subject to the authority, policies, and regulations of District. They are also subject, during clinical/field externship assignment, to applicable City regulations and must conform to the same standards as are set for City employees and other students and learners in matters relating to the welfare of patients and general City operation.
5. District will be responsible for assuring that the Emergency Medical Services students assigned to City for clinical/field externship instruction comply with all applicable provisions of this Agreement and meet both District and City academic and clinical/field externship standards and rules and regulations for conduct.

PART III GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CITY

A. For the Program in General

1. City will maintain the standards which make it eligible for approval as a clinical/field externship area for instruction in Emergency Medical Services programs.
2. City staff may participate in the education program on request of District as resource persons, clinical/field externship experts, or assistants in the planning and implementation of aspects of clinical/field externship education. Such participation shall be voluntary and shall not interfere with assigned City duties.
3. City will designate a staff member who will function as Education Coordinator for Emergency Medical Services for education usage of the City facilities, including joint planning with representatives of all Emergency Medical Services programs.

4. City will permit the faculty and students of District to use its patient service facilities for clinical/field externship education according to the approved curricula, provided they comply with all applicable rules and regulations of City.

B. For Services and Facilities

1. City will permit use of the following facilities and services by District Emergency Medical Services students and faculty at such times and to the degrees considered feasible by City:
 - a. Parking areas.
 - b. First aid treatment provided appropriate written consent is given.
 - c. Access to sources of information for educational purposes, such as:
 1. Kardex files;
 2. Procedure guides, policy manuals;
 3. Medical dictionaries, pharmacology references; and other references suitable to the clinical/field externship area;
 4. Books and periodicals in the Medical Library.

C. For Control of District Personnel

1. City may, without notice or hearing, refuse access to its clinical/field externship areas to Emergency Medical Services students or District faculty who do not meet City's employee standards for safety, health, cooperation, or ethical behavior or any other applicable rules and regulations. An investigation and resolution of any such matter by City and District shall take place within sixty (60) days thereafter.

PART IV INSURANCE AND INDEMNIFICATION

A. Liability Status of the Contracting Agencies

1. District shall provide City with Certificates of Insurance and endorsements prior to placing students with City's Fire Department.
2. District shall provide City notice in writing within ten (10) days of its receipt of service of any insurance claims, losses, causes of action, damage

regarding accidents/injuries which may occur on City premises or within City owned or controlled fire service vehicles.

3. All general liability insurance required by this Agreement is to be maintained by District for the duration of this Agreement, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.

B. Workers Compensation and Employer's Liability

1. District shall secure and maintain Workers Compensation and Employer's Liability insurance throughout the duration of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. The insurance shall also include a provision prohibiting cancellation of said policy except with a thirty (30) day prior written notice to City.
2. District expressly waives all rights to subrogation against City, its officers, employees and volunteers for losses arising from work performed by District employees on City premises or while working with the City by expressly waiving District's immunity for injuries to District's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of District. This waiver is mutually negotiated by the Parties. This shall not apply to any damage resulting from the sole negligence of the City, its agents and employees. To the extent any of the damages referenced herein were caused by, or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of District, its officers, agents and employees.

C. Hold Harmless and Indemnification

1. District shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of District, its officers, agents and employees in performing the services required by this Agreement.

2. City shall indemnify, hold harmless and defend District from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract or any other basis and of every other kinds of character whatsoever including attorneys' fees, to the extent that claims are caused by, result from or arise out of City's sole negligence, gross negligence, intentional misconduct or strict liability.
- D. Comprehensive General Liability Insurance District shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City to cover District and its employees and students while participating in activities related to this Agreement. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required.
- E. Professional Liability Insurance District and/or each student shall secure and maintain professional liability and malpractice insurance throughout the duration of this Agreement for each Emergency Medical Services student, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. Certificates of liability insurance and endorsements shall be delivered to City for each Emergency Medical Service student prior to placement of that student with City's Fire Department.

PART V JOINT RESPONSIBILITIES AND PRIVILEGES

- A. For Publications
1. Publication by District faculty or City staff members of any material relative to their clinical/field externship experience that has not been approved for release by District and City is prohibited.
- B. Assurance of Non-Discrimination
1. District and City, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

PART VI PERIOD OF AGREEMENT

- A. This term of this Agreement shall be from July 1, 2015 to June 30, 2020. Either party may terminate this Agreement by prior written notice that this Agreement will be terminated no later than the end of the District term that is in session at the time of the Notice of Termination.

- B. Notices Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

DISTRICT

Steve Sutorus
Business Manager
SB Community College District
114 S. Del Rosa Drive
San Bernardino, CA 92408

CITY

Jeff L. Frazier
Fire Chief
City of Redlands
PO Box 3005
Redlands, CA 92373

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this agreement as of the last date written below.

CITY OF REDLANDS

SAN BERNARDINO COMMUNITY
COLLEGE DISTRICT

Paul W. Foster, Mayor

Steven Sutorus, Business Manager

ATTEST:

Sam Irwin, City Clerk