

Item # 5-5

**City of Carson City
Agenda Report**

Date Submitted: May 1, 2008

Agenda Date Requested: May 15, 2008

Time Requested: Consent

To: Mayor and Board of Supervisors

From: Fire Department

Subject Title: Action to approve a three-year cooperative agreement with Emergency Training Services, Inc. for Emergency Medical Technician (Paramedic) field internship services to students.

Staff Summary: This agreement is for a term of three years beginning on July 1, 2008.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve ~~to approve~~ a three-year agreement with Emergency Training Services, Inc. for Emergency Medical Technician field internship services to paramedic students.

Explanation for Recommended Board Action: Carson City Fire Department has the capability to provide the site and practical experience for EMT paramedic students as part of the training program for Emergency Training Services, Inc.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 237, Miscellaneous Provisions Applicable to Local Governments.

Fiscal Impact: None.

Explanation of Impact: Not applicable.

Funding Source: Not applicable.

Alternatives: Not applicable.

Supporting Material: Cooperative Agreement titled Placement of Emergency Training Services, Inc. Students in an EMS Training Experience at Carson City Fire Department.

Prepared By: Dan Nevin, Business Manager, Carson City Fire Department

Reviewed By: *Paul S. Edmond*
(Department Head)

Date: 5/6/08

Mariano P. Rubetta
(City Manager)

Date: 5-6-08

Mariano P. Rubetta
(District Attorney)

Date: 5-6-08

Mark A. Brown
(Finance Director)

Date: 5-6-08

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Placement of Emergency Training Services Inc. Students in an EMS
Training Experience at Carson City Fire Department

This Agreement is made between Emergency Training Services, Inc. Paramedic Training Program, 3050 Paul Sweet Rd. Santa Cruz, CA 95065, hereinafter referred to as "Institution" and Carson City on behalf of the Carson City Fire Department, 777 S. Stewart Street, Carson City, NV 89701, hereinafter referred to as "Agency."

RECITALS

Whereas, Carson City is a political subdivision of the State of Nevada and operates a consolidate Fire Department; and

Whereas, Agency has the capability to provide a site for EMT - basic, intermediate, paramedic teaching and practical experience; and,

Whereas, Agency has made it possible to assist in the educational experience of EMT - basic, intermediate, paramedic students by providing an EMS Training Experience Program ; and,

Whereas, Institution is a for profit Paramedic Training Program incorporated in the State of California; and

Whereas, Institution is currently conducting an EMT - basic, intermediate, paramedic program for which it desires to obtain the assistance of Agency to further the training and experience Institution's students can receive toward their educational objectives.

Now therefore, in consideration of the mutual promises and conditions contained in this Agreement, Institution and Agency agree as follows:

TERMS

1.0 Purpose, Term, and General Policy of the Affiliation.

1.1 Institution and Agency agree to cooperate for their mutual benefit in order to provide a high standard of EMT - basic, intermediate, paramedic services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without cooperating, through this Clinical Program.

1.2 This Agreement is for a term of 3 years beginning on July 1, 2008 and may be renewed by mutual written consent of the parties for one year not to exceed four years.

1.3 Agency seeks to achieve the following goals with this Agreement:

1.3.1 To improve the EMT - basic, intermediate, paramedic program while providing an environment conducive to education;

1.3.2 To improve its recruitment ability;

1.3.3 To establish an affiliate EMT Training Experience program consistent with the values and needs of Agency.

1.4 Institution seeks to achieve the following goals with this Agreement:

1.4.1 To provide its students with the necessary EMT Training Experience to prepare them for EMT - basic, intermediate, paramedic careers;

1.4.2 To provide its students and faculty with the opportunity to stay current in the EMS fields; and

1.4.3 To enhance and maintain strong ties to local Agency.

1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and faculty assigned to Agency, or to any third party.

1.6 Agency retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed.

1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations, as well as their own respective institutional rules and regulations.

2.0 Annual Operating Plan.

2.1 The parties agree that each year they shall set forth a written operating plan which shall include:

2.1.1 The names and a table of organization showing all Institution and Agency employees who are participating in this EMS Training Experience program;

2.1.2 The duties of all persons providing services for the EMT Training Experience Program listed in section 2.1.1;

2.1.3 A description of all resources of Institution to be utilized by Agency;

2.1.4 Billing procedures for the departments and divisions covered by this Agreement;

2.1.5 A list of the reports and records which the parties determine must be prepared for the EMT Training Experience program;

2.1.6 Description of the quality assurance program to be followed by Institution and Agency;

2.1.7 The EMS Training Experience education programs to be provided and the starting and ending;

2.1.8 The number, names, EMS Training Experience assignment opportunities, and EMS Training Experience assignment schedule for the students;

2.1.9 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

3.0 Curriculum.

3.1 It shall be Institution's responsibility to:

3.1.1 Establish and maintain for this EMS Training Experience, curriculum standards and educational policies that meet Institution standards and applicable EMT - basic, intermediate, paramedic licensing and accreditation requirements;

3.1.2 Administer, organize, and operate the overall EMS Training Experience placement educational program;

3.1.3 Provide course outlines to Agency that include objectives, goals, and classes for each course providing EMS Training Experience;

3.1.4 Provide Agency with a copy of the Student Handbook or Course Syllabus, if any that sets forth the rules governing student behavior.

3.2 It shall be Agency's responsibility to:

3.2.1 Allow faculty and students to select and arrange Agency learning experiences that meet EMS Training Experience objectives;

3.2.2 Orient Agency staff to the curriculum and encourage an atmosphere conducive to learning;

3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Agency, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;

4.0 Program Coordination.

4.1 Institution and Agency agree to work together to establish and maintain a quality EMS Training Experience program. Agency agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member, who will serve as liaison with Agency personnel.

4.3 Institution and Agency agree to provide representatives to form a Liaison Committee to discuss, evaluate, and make recommendations to revise the EMS Training Experience program experience at Agency.

4.3.1 Institution representatives on the Liaison Committee shall be: The EMS Coordinator and Paramedic Program Coordinator.

4.3.2 Agency's representatives on the Liaison Committee shall be: EMS Director.

4.4 Institution and Agency agree to cooperate in planning hours of practice and selecting areas of EMS Training Experience services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Agency resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff.

5.1 It shall be the responsibility of Agency to:

5.1.1 Provide students with written policies, procedures, standards of care and protocols of Agency;

5.1.2 Employ medical, administrative, and direct EMT staff who are currently licensed to practice EMT in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of EMT - basic, intermediate, paramedics as established by Agency;

5.1.3 Provide EMT staff to assist students with EMS Training Experience assignments.

6.0 Student Records and Student Participation in the Agency EMT Training Experience Program.

6.1 Institution shall provide and maintain the following records and reports required by Agency for conducting the EMS Training Experience program: Access to EMT - basic, intermediate, paramedic student records.

6.2 Agency agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the EMS Training Experience program: Per the evaluation requirements as stated in the EMT Student Handbook or Course Syllabus.

6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Agency with respect to complying with FERPA.

6.4 It shall be Institutions responsibility to:

6.4.1 Send to Agency for EMS Training Experience only those students who have met all Institution requirements and qualifications and who agree to follow Agency rules and regulations;

6.4.2 Submit to Agency, two (2) weeks before the EMS Training Experience program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list one (1) week after Institution's add/drop registration period ends;

6.4.3 Ensure that students attend an Agency orientation session during the first month of EMS Training Experience at Agency;

6.4.4 Notify students of their assignments with Agency;

6.4.5 Provide Agency, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the EMS Training Experience program;

6.4.6 Define the mechanisms for students reporting on- and off-duty;

6.4.7 Define and help enforce student dress codes that meet the approval of Agency;

6.4.8 Provide Agency with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the EMS Training Experience program:

6.4.8.1 Nevada EMT Advanced immunizations as required by Nevada state law;

6.4.8.2 All elements to meet or exceed State of Nevada EMT - Advanced requirements

6.4.9 Upon request and in compliance with FERPA, provide responsible Agency officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

6.5 It shall be Agency's responsibility to:

6.5.1 Advise Institution of the number of students who can be accommodated at Agency;

6.5.2 Provide orientations to acquaint students with Agency facilities, policies, procedures, Agency faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.5.3 Provide written evaluations to students two (2) weeks into the EMS Training Experience and two (2) weeks after the conclusion of the EMS Training Experience;

6.5.4 Provide emergency treatment in the event of accident or illness to students while in Agency for the EMS Training Experience program, such care to be provided at the students' expense;

6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the facility and its care, direct and indirect of citizens.

6.6 Institution and Agency agree:

6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;

6.6.2 That any Student who does not meet the health criteria established by Agency cannot be assigned to Agency. Agency has the right, at any time, to request health status reports on students;

6.6.3 That Institution will not be responsible for the ultimate performance of students at Agency.

6.7 Student participation in EMS Training Experience program shall be for 1 to 2 academic terms.

6.8 The students shall not be compensated for their participation in the EMS Training Experience program.

7.0 EMS Training Experience Facilities.

7.1 Agency agrees to provide:

7.1.1 Adequate facilities for the EMS Training Experience program;

7.1.2 Space for reference materials for students;

7.1.3 With its best efforts, dressing rooms, and locker space for students and Institution faculty involved in the EMS Training Experience program.

8.0 Relationship Between the Parties.

8.1 Institution, its employees and students shall not be employees of Agency, and shall not hold themselves out as employees of Agency. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.

8.2 Employees of Agency shall not be considered and shall not hold themselves out to be employees of Institution.

8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.

8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.

8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Agency, or its students or employees, both Agency and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.

8.6 Agency shall retain and exercise the final authority over its employees regarding the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Agency staff.

8.7 Institution shall retain and exercise the final authority over its employees, faculty and students regarding the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.

8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

9.0 Insurance.

9.1 Agency shall maintain a program of coverage for Agency's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property due to the acts of Agency employees.

9.2 Institution shall maintain insurance to cover Institution's liability. Any insurance or self-insurance available to Agency shall be excess of and noncontributing with any insurance required by Institution. Institution's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Agency, Institution shall provide Agency with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Institution has knowledge of any such failure, Institution shall immediately notify Agency and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

9.2.1 Workers' Compensation and Employers Liability Insurance
Institution shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

9.2.2 Commercial General Liability Insurance

a. Minimum limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

9.2.3 Business Automobile Liability Insurance

a. Minimum limit required: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.

c. Coverage shall be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

9.2.4 Professional Liability/Errors & Omissions Insurance

a. Minimum limit required: \$1,000,000 per Claim.

b. Minimum limit required: \$3,000,000 Annual Aggregate.

c. Retroactive date: Prior to commencement of the performance of this Agreement.

d. Discovery period: Three (3) years after termination of Agreement.

e. A certified copy of this policy is required.

9.2.5 Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.

b. Shall be endorsed to state it is "As Broad as Primary Policies."

9.2.6 General Requirements

a. Deductibles and Self-insured Retentions: Insurance maintained by Institution shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Agency. Such approval shall not relieve Institution from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the Agency.

b. Approved Insurer: Each insurance policy shall be:

i) Insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

ii) Currently rated by AM. Best as "A- IX" or better.

9.2 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Agency.

10.0 Access.

The parties agree to provide each other and its insurers access and authority to investigate on site and to obtain such information from each other as may be required to defend the parties and their officers, employees and students from claims or litigation arising from activities under this Agreement.

11.0 Indemnification.

11.1 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Agency shall indemnify, defend, and hold harmless Institution, its faculty, employees and students, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees and costs, arising either directly or indirectly from any act or failure to act by Agency, its officers and employees, which may occur during, or which may arise out of, the performance of this Agreement. In accordance with NRS Chapter 41, Agency will assert the defense of sovereign immunity as appropriate in all cases, including malpractice

and indemnity actions. Claims against Agency, its officers and its employees are subject to the limitations set forth in NRS Chapter 41.

11.2 Institution shall indemnify, defend and hold harmless Agency, its officers and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees and costs, arising either directly or indirectly from any act or failure to act by Institution, its faculty, employees and students, which may occur during, or which may arise out of, the performance of this Agreement.

11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a court of law.

11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement.

12.1 This Agreement may be terminated without cause upon providing at least 30 days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Agency for the academic term in which notice is given.

12.2 This Agreement may be terminated for cause by the non-offending party, as follows:

12.2.1 In the event Institution or Agency fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement; or

12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,

12.2.3 In the event either Institution or Agency or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Agency or Institution.

12.2.4 Such termination shall be effective upon written notice to the other.

12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this

Agreement including indemnification, and obligations made by Agency with respect to any student.

13.0 Non-Discrimination and Compliance with Laws.

The parties agree in this EMS Training Experience program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

14.0 Withholding.

There is to be no exchange of funds in the form of wages in the execution of this EMS Training Experience.

With respect to employee compensation for services provided in connection with this Agreement, each party shall be responsible for their own employees' withholding taxes, workers compensation, and other employment-related taxes.

15.0 Entire Agreement Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the First Judicial District Court in and for Carson City, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

18.0 Assignment.

Nothing in this Agreement shall be construed to permit the assignment by Agency or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Agency.

19.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first

class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution: Emergency Training Services Inc.
 3050 Paul Sweet Road
 Santa Cruz, CA 95065

To Agency: Carson City Fire Department
 Fire Chief
 777 S. Stewart Street
 Carson City, NV 89701

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.


IN WITNESS WHEREOF, the authorized representative(s) of Agency and of Institution execute this Agreement on this _____ day of _____.

Approved By:

Emergency Training Services Inc.

Carson City Fire Department

David Barbin
President



Name R. STACEY Giomi
Fire Chief

Emergency Training Services Inc.

Attest:

Marv Teixeira, Mayor

Alan Glover, Clerk/Recorder