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APPROVED
BY THE CITY COUNCIL

JUL 21 1998

OFFICE OF THE
CITY CLERK

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DEPARTMENT OF
FIRE

GARY COSTAMAGNA
FIRE CHIEF

CITY OF SACRAMENTO
CALIFORNIA

July 7, 1998

City Council
Sacramento, California

Honorable Members in Session:

**SUBJECT: AGREEMENT FOR THE PROVISION OF FIELD EXPERIENCE TO
PARAMEDIC STUDENTS BY THE SACRAMENTO CITY FIRE
DEPARTMENT**

LOCATION/COUNCIL DISTRICT: Citywide

RECOMMENDATION:

This report recommends that the City Council adopt a resolution approving a field experience for paramedic students and authorizing the City Manager to execute field training agreements in the form prepared by the City Attorney's Office.

CONTACT PERSON: Gary Costamagna, Fire Chief 264-5268
Rod Chong, Division Chief 264-7368

FOR CITY COUNCIL MEETING OF: July 21, 1998

SUMMARY:

The Fire Department has been receiving numerous requests to provide a mechanism to allow for paramedic students (non-Sacramento Fire Department employees) to gain field experience through the department paramedic program. In the past, the Fire Department has occasionally provided that opportunity at no charge, even though monies were paid to the private schools for field experience. The City Attorney's office has drawn up an agreement, on behalf of the Fire Department, to be utilized with private paramedic schools and paramedic students' employers. This agreement provides for a one-way indemnification to the City's benefit and affords the City the ability to charge a nominal fee for the provision of these services.

BACKGROUND:

The Fire Department has provided occasional field paramedic instruction to private paramedic students at no cost to the student's employer or private paramedic school. Increased interest from outside agencies for the provision of this field instruction has prompted the Fire Department to consider accommodating these requests. This instruction or preceptorship requires from 480 to 720 hours of field experience and evaluation time on a medic unit. The student must work with and be evaluated by a licensed paramedic. In addition, the students work under the license of the evaluating paramedic who volunteers to provide this training.

The City Attorney's office has drawn up an agreement, on behalf of the Fire Department, to be utilized with outside agencies when providing field experience to students. This agreement (Attachment 1) provides for a one-way indemnification to the City's benefit and affords the City the ability to charge a nominal fee for the provision of these services. Specially trained Fire Department paramedics will be providing this educational opportunity during their 24 hour work shift.

FINANCIAL CONSIDERATIONS:

The City Fire Department has been precepting paramedic students with no compensation to the department. Previous to this agreement, the payment of preceptorship was held by the schools. The City Council approved the fee of \$600 per student precepted at the June 16, 1998 City Council meeting, Resolution #98-276. The monies collected will be used for educational purposes by the EMS Division.

The schools shall maintain insurance policies for Comprehensive General Liability and for Professional liability and Malpractice, in an amount no less than one million dollars each. The schools will provide a certificate of insurance, naming the City, its officers, employees, agents, and volunteers as Additional Insureds.

ENVIRONMENTAL CONSIDERATIONS:

This report does not involve an activity which would be covered by CEQA (California Environmental Quality Act).

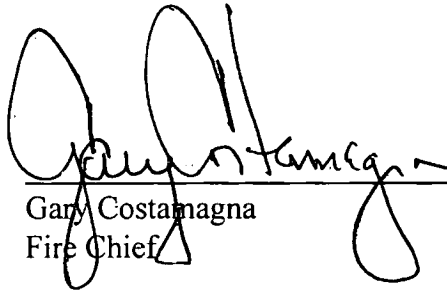
POLICY CONSIDERATIONS:

To encourage agencies to assist with paramedic field experience, California Health and Safety Code Section 1799.100 provides that local agencies shall not be liable for any civil damages alleged to result from emergency medical training programs. In addition, the field training agreement the Department will use indemnifies the City, eliminating risk to the City. While the City has no obligation to provide this service, the opportunity exists to enhance the skills of paramedics in the community.

MBE/WBE:

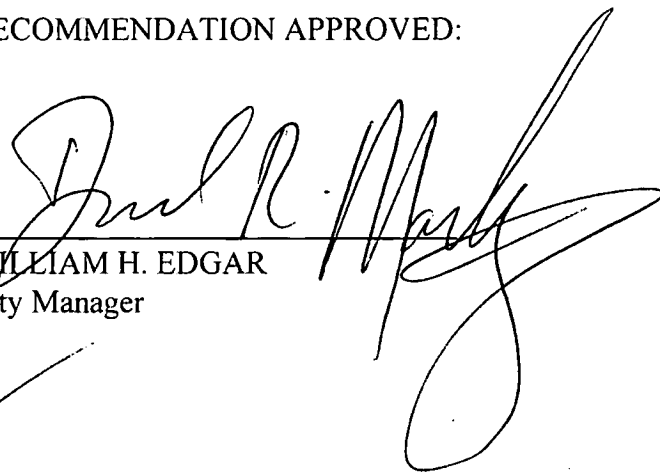
This report does not involve the procurement of any supplies or services.

Respectfully Submitted,



Gary Costamagna
Fire Chief

RECOMMENDATION APPROVED:



WILLIAM H. EDGAR
City Manager



RESOLUTION NO. 98-361

ADOPTED BY THE SACRAMENTO CITY COUNCIL
ON DATE OF _____

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**A RESOLUTION APPROVING A FIELD TRAINING
PROGRAM FOR PARAMEDIC STUDENTS**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

- 1. The City Council approves provision of field training by the Fire Department to paramedic students.
- 2. The City Manager is authorized to execute agreements for field training in the form prepared by the City Attorney.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO. _____

DATE ADOPTED: _____

Attachment 1

AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

This Agreement is made as of _____, by and between the City of Sacramento, through its Fire Department (hereinafter "City" or "Fire Department") and _____, (hereinafter "School")

RECITALS

WHEREAS, City is a provider of emergency medical services within the City of Sacramento; and

WHEREAS, School provides instruction to students desiring to become certified as emergency medical technicians and paramedics; and

WHEREAS, School's students must serve a field internship in order to complete their course of instruction; and

WHEREAS, City is able to provide field internships for some of School's students; and

WHEREAS, California Health and Safety Code Section 1799.100 provides that:

In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City shall provide supervised field experience in its field settings for School's students for instructional purposes. Students under this program are in attendance with City for educational purposes, and are not employees of either School or City for any purpose. Students are not entitled to compensation for services, employee welfare and pension benefits, or workers' compensation benefits from City. The days and hours of field experience shall be mutually agreed upon by School and City. In each field setting, a City employee shall be designated to be responsible for evaluating the student's performance and maintaining all programs reports pertaining to the student's activities during the field

experience. City shall cooperate with School personnel to prepare a report on each student's ability and performance.

2. School or student's employer shall pay City an internship fee in the amount of \$_____ per student, no less than one week in advance of placing students with City. School shall provide and be responsible for all education materials.

3. School certifies that students placed with City will have successfully completed manikin and written testing in endotracheal intubation, as specified for operating room experiences; theory and practice in basic emergency techniques as they apply to this level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by OSHA for pre-hospital care providers, which includes asepsis and aseptic techniques. School shall provide a written policy and procedure for students in the event of field training injury or communicable disease exposure.

4. School certifies that it will have on record for all students placed with City proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria and tuberculosis testing.

5. Students shall be subject to all rules and regulations applicable to City's emergency medical services staff. Additional rules and regulations may be imposed upon students at City's discretion.

6. City may, in its sole discretion, terminate the training of any student at any time without cause.

7. School shall maintain insurance policies for Comprehensive General Liability and for Professional Liability and Malpractice, in an amount no less than one million dollars each. School shall provide a certificate of insurance, naming City, its officers, employees, agents, and volunteers as Additional Insureds, and requiring notification to City at least thirty days in advance of any material modification or cancellation of coverage.

8. School hereby agrees to indemnify, defend, and hold harmless City, its officers, employees, agents and volunteers, and each of them, from and against any and all claims, actions, damages, costs, liability, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively "liabilities"), to which any or all of them may be subjected as a direct or indirect result of City's provision of field experience to students under this agreement, whether or not the liabilities are litigated, settled, or reduced to judgment. School shall, upon City's request, defend at School's sole cost any action, claim or suit which asserts or alleges any such liabilities, whether well founded or not and whether or not such action, claim or suit also asserts or alleges negligent or wrongful conduct by City, its officer, employees, agents or volunteers.

9. Transportation to and from Fire Department work sites shall be the responsibility of the student.

10. It is agreed and understood that the parties to this agreement are independent contractors.

11. The term of this agreement shall be one year. This agreement shall automatically renew for additional one-year terms, until terminated by either party. This agreement may be terminated at any time without cause by either party by giving thirty days written notice of termination to the other party.

12. This agreement represents the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement are of no force and effect. This agreement may be modified only by a written amendment signed by both parties.

CITY OF SACRAMENTO

_____ (school)

By _____
DAVID MARTINEZ
Deputy City Manager

By _____
President

ATTEST:

By _____
Secretary

CITY CLERK

APPROVED AS TO FORM:

Deputy City Attorney