

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 21st day of August, 2018 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and the **STATE CENTER COMMUNITY COLLEGE DISTRICT**, whose address is 1525 East Weldon, Fresno, CA 93704, hereinafter referred to as "TRUSTEES", on behalf of **FRESNO CITY COLLEGE**, an educational institution, whose address is 1101 East University Avenue, Fresno, CA 93741, hereinafter referred to as "COLLEGE".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health Emergency Medical Services (EMS) Primary Paramedic Training Program is in need of an affiliation with an educational institution, to meet State of California's minimum requirements for accreditation in accordance with the Commission on Accreditation of Allied Health Education Program; and

WHEREAS, COUNTY's Department of Public Health EMS Primary Paramedic Training Program is in need of an affiliation with an educational institution to meet requirements to issue college unit credits to students upon completion of said program; and

WHEREAS, TRUSTEES desire to expand its training programs to include paramedic training through an affiliation with COUNTY and such programs meet the requirements of the State of California and provide college unit credits to students who complete the program.

WHEREAS, COUNTY and TRUSTEES desire and acknowledge that enrollment in the course must be open to any person who has been admitted to the college and has met all applicable prerequisites; and

WHEREAS, COUNTY and TRUSTEES desire to develop such an affiliation in order for COUNTY's paramedic program to meet the State of California's minimum requirements.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. RESPONSIBILITIES OF TRUSTEES ("TRUSTEE Services")

A. TRUSTEES shall include in COLLEGE's curriculum, to be conducted by

COUNTY, approved paramedic training courses which satisfy California Health and Safety Code and California Code of Regulations requirements and are in accordance with the Commission on Accreditation of Allied Health Education Programs.

B. TRUSTEES shall ensure compliance with all appropriate Title V and Education Code requirements to ensure paramedic training courses are completely eligible for State apportionment.

C. TRUSTEES shall approve the selection of the COUNTY's EMS Training Coordinator as the program director and the COUNTY's EMS Medical Director as program medical director as indicated by an approved instructor of record agreement, providing, however, that he/she meets minimum qualifications for the position. The TRUSTEES reserve the right under the agreement to evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of TRUSTEES. TRUSTEES shall have the primary right to control and direct the instructional activities of all instructors.

D. TRUSTEES shall be responsible for student admissions, curriculum approval, and appointment of COUNTY instructors as the instructor of record, receiving and processing applications for admission, and granting the course completion certificate documenting satisfactory completion of the paramedic course. The TRUSTEES and the COUNTY under this agreement will ensure compliance to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.

E. TRUSTEES shall provide college course units to students for successful completion of course requirements. Students who successfully complete one or more of the following courses are eligible for the identified units:

FIRET-133 – Emergency Medical Technician-Paramedic – Didactic – 22 units

FIRET-134 – Emergency Medical Technician-Paramedic – Clinical – 4 units

FIRET-135 – Emergency Medical Technician-Paramedic – Internship – 9 units

F. TRUSTEES shall evaluate the quality of instruction to ensure it meets the needs of the students.

G. TRUSTEES shall determine units of credit for each course of instruction.

1 H. TRUSTEES shall accept, recognize, and adhere to COUNTY's established
2 EMS Policies and Procedures concerning student academic performance and discipline.

3 I. TRUSTEES shall provide information, upon request of the COUNTY's
4 Department of Public Health, EMS Division, or the State's Emergency Medical Services
5 Authority, regarding registration and other data which may be required to appropriately license
6 the student as a paramedic.

7 J. TRUSTEES shall demonstrate control and direction through such
8 actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course
9 outlines, curriculum materials, testing and grading procedures and any other materials and
10 services it would provide its hourly instructors on campus.

11 **2. RESPONSIBILITIES OF COUNTY ("COUNTY Services")**

12 Through the COUNTY's EMS Training Coordinator:

13 A. COUNTY shall provide classroom space for use as off-campus sites by
14 TRUSTEES, free of charge for the courses FIRET-133, FIRET-134 and FIRET-135 stated
15 in section 1.E. herein and which may be identified as "Instructional Service Agreement" (ISA)
16 courses in this Agreement. These courses shall be open to the public.

17 B. COUNTY shall provide instructors, facilitators, equipment, materials,
18 day-to-day management support, and all other related overhead necessary to conduct
19 TRUSTEES ISA courses in accordance with state and local regulations including the standards
20 and guidelines of the Commission on Accreditation of Allied Health Education Programs.

21 C. COUNTY shall supervise clinical practice.

22 D. COUNTY shall be responsible for taking appropriate disciplinary action
23 for violation of paramedic program rules, in accordance with State of California and COUNTY
24 regulations and the COUNTY's Department of Public Health EMS Division.

25 E. COUNTY shall issue a course completion record to each student who has
26 successfully completed the training program.

27 F. COUNTY shall cooperate with TRUSTEES to ensure that all instructional
28 personnel, equipment, and materials used in this program conform to all Title 22, California

1 Code of Regulations requirements and the standards and guidelines of the Commission on
2 Accreditation of Allied Health Education Programs.

3 G. COUNTY shall ensure appropriate workers compensation and
4 professional malpractice insurance coverage is secured and maintained by those students
5 enrolled in the classes.

6 H. COUNTY shall provide all required course completion information to
7 state licensing agencies regarding students.

8 I. COUNTY shall maintain accreditation as an approved paramedical
9 training program under provisions of the Health and Safety Code, Title 22, California Code of
10 Regulations, and Standards and Guidelines of the Commission on Accreditation of Allied
11 Health Education Programs.

12 J. COUNTY shall notify students in the paramedic training program of the
13 insurance requirement under this Agreement.

14 K. COUNTY shall obtain, from students, satisfactory documentation of
15 required insurance coverage.

16 **4. MISCELLANEOUS PROVISIONS**

17 A. If any provisions of this Agreement are found to be, or become, contrary
18 to applicable law or regulations, or court decisions, T R U S T E E S and COUNTY agree
19 that the Agreement shall be renegotiated as it relates to said provision, and the remainder of
20 the Agreement shall remain in full force and effect.

21 B. Term and Termination. The term of this Agreement shall start on the day
22 and year first hereinabove written and shall terminate on June 30, 2021. Notwithstanding the
23 foregoing, this Agreement may be terminated at any time, with or without cause, upon written
24 notice given to the other party at least thirty (30) days prior to the end of the term in which
25 classes are currently in session. In the event of such termination, each party shall fully pay
26 and discharge all obligations accruing to the other party up to and including the date of
27 termination. Neither party shall incur any additional liability to the other by reason of such
28 termination. Students may complete courses in progress at the time of this notice.

1 C. Notwithstanding the foregoing "Term and Termination" provision, either
2 party hereto maintains the right to cancel its Services (TRUSTEE Services or
3 COUNTY Services prior to the beginning of each course at no cost to either party to
4 this Agreement.

5 D. Nondiscrimination. To the extent required by controlling federal, state and
6 local law, the parties shall not employ discriminatory practices in the provision of services, course
7 instruction, employment of personnel, or in any other respect on the basis of race, religious creed,
8 color, national origin, ancestry, physical disability, mental disability, medical condition, marital
9 status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the
10 Vietnam era.

11 E. The parties certify this program is not fully funded from other sources.

12 F. This Agreement supersedes any and all other agreements, oral or written,
13 between the parties hereto with respect to the use of the aforesaid facilities or services and
14 contains all covenants and agreements between the parties with respect hereto. Each party
15 to this Agreement acknowledges that no representations, inducements, promises or
16 agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf
17 of any parties, which are not embodied herein, and that no other agreement, statement, or
18 promise not contained herein shall be valid or binding. Any modification to this Agreement
19 shall be effective only if it is in writing and signed by the COUNTY and TRUSTEES in the
20 form of an amendment to this Agreement.
21

22 G. Compliance with Law. In providing the services required under this
23 Agreement, TRUSTEES shall at all times comply with all applicable laws of the United States,
24 the State of California and COUNTY, and with all applicable regulations promulgated by
25 federal, state, regional, or local administrative and regulatory agencies, now in force and as they
26 may be enacted, issued, or amended during the term of this Agreement.

27 H. Governing Law and Venue. This Agreement shall be governed by, and
28 construed and enforced in accordance with, the laws of the State of California, excluding,

1 however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for
2 purposes of the filing of any action regarding the enforcement or interpretation of this Agreement
3 and any rights and duties hereunder shall be Fresno County, California.

4 I. Cumulative Remedies. No remedy or election hereunder shall be deemed
5 exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

6 J. No Third Party Beneficiaries. The rights, interests, duties and obligations
7 defined within this Agreement are intended for the specific parties hereto as identified in the
8 preamble of this Agreement. Notwithstanding anything stated to the contrary in this
9 Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the
10 interest of any third parties.

11 K. Attorney's Fees. If either party is required to commence any proceeding
12 or legal action to enforce or interpret any term, covenant or condition of this Agreement, the
13 prevailing party in such proceeding or action shall be entitled to recover from the other party its
14 reasonable attorney's fees and legal expenses
15

16 **5. COMPENSATION**

17 A. TRUSTEES agree to pay COUNTY and COUNTY agrees to receive
18 compensation at the rate of Three and 50/100 Dollars (\$3.50) per student instructional hour that
19 is eligible for state general apportionment.

20 B. For each fiscal year of the term , said hours shall not exceed 38,000
21 student instructional hours or 73 Full Time Equivalent Students (FTES) unless mutually agreed
22 prior to May 1 of the then current fiscal year.

23 C. Instructional hours are defined as those hours that are reported on
24 TRUSTEES' CCFS-320, California Community Colleges Apportionment Attendance Reports
25 and are subject to audit by TRUSTEES' independent auditor and the California Colleges
26 Chancellor's Office.

27 D. COUNTY shall present TRUSTEES with an invoice detailing all mutually
28 agreed upon student instructional hours presented under this Agreement and TRUSTEES shall

1 pay COUNTY the agreed upon rate within forty-five (45) days. Current per unit of credit
2 registration fees shall be deducted from the total amount of the said invoice. TRUSTEES and
3 COUNTY agree, the agreed upon rate per student instructional hour minus the registration fees
4 shall be payment in full.

5 **6. INVOICING**

6 COUNTY shall invoice TRUSTEES for each student instructional hour,
7 addressed to Fresno City College, 1525 E. Weldon, Fresno, CA 93704, Attention: Vice
8 Chancellor of Business.

9 **7. MODIFICATION**

10 Any matters of this Agreement may be modified from time to time by the written
11 consent of all the parties without, in any way, affecting the remainder.

12 **8. INDEPENDENT CONTRACTOR**

13 This Agreement is not intended to and will not be construed to create the
14 relationship of principal-agent, master-servant, employer-employee, partnership, joint venture
15 or association between the COUNTY and TRUSTEES; neither is any party an officer of the
16 other. Each of the parties, their officers, agents, and employees, in their performance of this
17 Agreement shall act in an independent capacity between each other.

18 **9. NON-ASSIGNMENT**

19 Neither party shall assign, transfer or sub-contract this Agreement nor their rights
20 or duties under this Agreement without the prior written consent of the other party.

21 **10. INDEMNIFICATION AND MUTUAL DEFENSE**

22 Each of the parties to this Agreement shall be solely liable for negligent or
23 wrongful acts or omissions of its officers, agents and employees occurring in the performance
24 hereof, and if either party becomes liable for any loss or damages as a result of the acts or
25 omissions of its officers, agents and employees, it shall pay such loss or damages without
26 contribution of the other party. Each party (as applicable, the "Indemnifying Party") hereto
27 agrees to hold harmless, indemnify and defend (at the request of the other party) the other
28 party, its officers, agents and employees from any and all costs, expenses, claims, suits, losses,

1 damages and any other liability for bodily or personal injury to or death of any person or loss of
2 any property resulting from or arising out of or in any way connected with any negligent or
3 wrongful acts or omissions of the Indemnifying Party, its officers, agents or employees, in
4 performing or failing to perform any work, services, or functions provided for or referred to or
5 in any way connected with any work, services, or functions under this Agreement. In addition,
6 each party agrees to indemnify the other party for Federal, State of California and/or local audit
7 exceptions resulting from noncompliance herein on the part of the party, as applicable, giving
8 such indemnification.

9 **11. INSURANCE**

10 TRUSTEES agree that each student in the paramedic training program shall
11 provide the COUNTY proof that is acceptable to the COUNTY showing student has procured
12 and will continuously maintain for the duration of the program the following insurance policies
13 which shall remain in full force and effect during the term of this Agreement:

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than One
16 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
17 (\$2,000,000). This policy shall be issued on a per occurrence basis.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits for bodily injury
20 of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
21 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
22 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
23 Thousand Dollars (\$500,000.00). Coverage should include owned, non-owned and hired
24 vehicles used in connection with this Agreement.

25 C. Professional Liability

26 Professional Liability Insurance with limits of not less than One Million
27 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
28 aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the
3 California Labor Code.

4 COUNTY shall inform students of insurance requirements under the paramedic
5 training program. COUNTY shall enforce insurance requirements under the paramedic
6 program and this Agreement. The COUNTY shall have the right to refuse admittance to the
7 program or terminate the enrollment in the program of any student who fails to procure and
8 maintain all insurance required under this agreement. For those students who are not under a
9 sponsorship and are personally responsible for meeting the Agreement's insurance
10 requirements, COUNTY shall confirm the purchase by, or on behalf of, each student of general
11 liability, auto liability, and professional liability insurance and COUNTY's Worker's
12 Compensation insurance required under this Agreement for one (1) year. Those students who
13 are employed and sponsored by an ambulance provider shall have their general liability, auto
14 liability, and professional liability insurance and Worker's Compensation insurance required
15 under this Agreement provided by their employer.

16 COUNTY shall confirm student's coverage and obtain original certificate(s) of
17 insurance prior to the commencement of classes. This insurance shall not be cancelled or
18 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

19 Notwithstanding COUNTY's right to require each student to obtain the foregoing
20 insurance coverages prior to admittance to the program and to maintain said insurance
21 coverages during the duration of the program: 1) COUNTY shall not be responsible for
22 providing said insurance coverages, or maintaining said insurance coverages, regardless of the
23 reason for any student failing to procure or losing said insurance coverages; and 2) any such
24 right or obligation of COUNTY regarding said insurance coverage(s) shall not make COUNTY
25 an employer of any student.

26 **12. CONFIDENTIALITY**

27 All services performed under this Agreement shall be in strict conformance with
28 all applicable Federal, State of California and/or local laws and regulations relating to

1 confidentiality.

2 **13. RECORDS**

3 Educational Records: COUNTY and TRUSTEES shall maintain accurate and
4 complete records which shall include a record of educational services provided in sufficient
5 detail to permit an evaluation of services in accordance with Educational Code, Health and
6 Safety Code, California Code of Regulations, and the Commission on Accreditation of Allied
7 Health Education Programs provisions. Such records shall be opened to the respective
8 inspection and audit by authorized professional staff of TRUSTEES, COUNTY's Department
9 of Public Health, State Emergency Medical Services Authority, and the Commission on
10 Accreditation of Allied Health Education Programs where such inspection and audit does not
11 conflict with the Pupil Record Act of the Education Code.

12 Financial Records: TRUSTEES and COUNTY shall maintain accurate and
13 complete financial records of its activities and operations as they relate to services provided
14 under this Agreement. All such records shall be retained by TRUSTEES and COUNTY for a
15 minimum period of five (5) years following the expiration or termination of this Agreement.

16 **14. REPORTS**

17 TRUSTEES shall make written reports as required by COUNTY, concerning
18 TRUSTEES' activities as they affect the contract duties and purposes contained herein. In no
19 event, however, may COUNTY require such reports unless it has provided TRUSTEES with at
20 least thirty (30) days prior notification. COUNTY shall provide TRUSTEES with a written
21 explanation of the procedures for reporting the required information.

22 **15. AUDITS AND INSPECTIONS**

23 TRUSTEES shall at any time during business hours, and as often as COUNTY
24 may deem necessary, make available to COUNTY for examination all of its records and data
25 with respect to the matters covered by this Agreement. TRUSTEES shall, upon request by
26 COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure
27 TRUSTEES' compliance with the terms of this Agreement.

28 If this Agreement exceeds Ten Thousand and No/100 Dollar (\$10,000.00),

TRUSTEES shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

16. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director, County of Fresno
Department of Public Health
P. O. Box 11867
Fresno, CA 93775

TRUSTEES

Vice Chancellor of Finance and Administration
State Center Community College District
1525 East Weldon
Fresno, CA 93704

Any and all notices between COUNTY and TRUSTEES provided for or permitted under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

17. AUTHORITY TO SIGN

Each person executing this Agreement in a representative capacity hereby warrants and represents to the other parties that he or she is authorized to do so and that his or her signature shall be binding on that party.

18. GOVERNING LAW

The parties agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

19. ENTIRE AGREEMENT

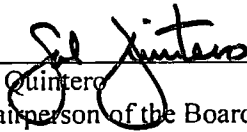
This Agreement, constitutes the entire agreement between TRUSTEES and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

1
2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
3 year first hereinabove written.

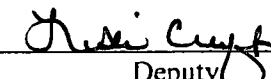
4
5 **TRUSTEES:**
6 **STATE CENTER COMMUNITY**
7 **COLLEGE DISTRICT**

8 By 
9 Cheryl Sullivan, Vice Chancellor
10 Finance and Administration

COUNTY OF FRESNO:

By 
Sal Quintero
Chairperson of the Board of
Supervisors of the County of Fresno

11
12
13 **ATTEST:**
Bernice E. Seidel
14 Clerk of the Board of Supervisors
County of Fresno, State of California

15
16 By 
17 Deputy

18
19
20 Mailing Address:
21 1525 East Weldon
Fresno, CA 93704
22 Phone #: (559) 226-0720 (x. 5910)
23 Contact: Vice Chancellor of Business
24
25
26
27
28