

**RESOLUTION NO. 2931**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE STUDENT PLACEMENT AGREEMENT (“AGREEMENT”) BETWEEN THE CALIFORNIA STATE UNIVERSITY (“UNIVERSITY”), ON BEHALF OF ITS COLLEGE OF CONTINUING EDUCATION (“CCE”) AND THE TOWN OF PAYSON, THE PAYSON FIRE DEPARTMENT, (“FACILITY”) TO PLACE STUDENTS IN A FIELD EXPERIENCE TRAINING PROGRAM IN THE PARAMEDIC FIELD.**

**WHEREAS**, the FACILITY, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and

**WHEREAS**, the FACILITY, by and through its Town Council has the power to provide regulations for the prevention and extinguishment of fires pursuant to A.R.S. § 9-240(B) (7); and

**WHEREAS**, the FACILITY, has the authority to provide fire protection and emergency services within and outside corporate limits pursuant to A.R.S. §§ 9-500.23 and 9-500.02; and

**WHEREAS**, the FACILITY, is a State Fire Marshall Certified Municipal Fire Department pursuant to A.R.S. § 9-953; and

**WHEREAS**, the UNIVERSITY, a State University of the State of California, is located entirely in Sacramento, California and is one of the largest Nursing Medical Schools in the Country; and

**WHEREAS**, the FACILITY and the UNIVERSITY are empowered, pursuant to A.R.S. §§ 11-951 and 11-952 *et seq.* to enter into this Agreement for purposes of carrying out their mutual responsibilities; and

**WHEREAS**, the Parties desire to approve and to execute the Agreement which shall become effective upon the adoption and execution by both Parties (the “Effective Date”) and shall remain in effect for five (5) years unless otherwise terminated as provided for in the Agreement.

**NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1: That the Agreement between the UNIVERSITY and the FACILITY, attached hereto marked Exhibit A is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute said Intergovernmental Agreement in substantially the form attached.

Section 3: That the Town of Payson and its Fire Chief are authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this Resolution.

Section 4: If any section of Exhibit A to this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of Exhibit A.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA**, this 7<sup>th</sup> day of July, 2016, by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

\_\_\_\_\_  
Silvia Smith, Town Clerk

# Exhibit A

to Resolution 2931

(California State University Student Placement Agreement)

**PRE-HOSPITAL/EMT/PARAMEDIC  
STUDENT PLACEMENT AGREEMENT**

This Agreement is between Payson Fire Department, ("Facility") and California State University, Sacramento ("University"), on behalf of its College of Continuing Education ("CCE").

- A. Facility offers CCE students learning opportunities in the Pre-Hospital, EMT, or Paramedic field.
- B. University CCE operates a fully accredited Pre-Hospital/EMT/Paramedic program.
- C. The parties will both benefit by making a field experience training program ("Program") available to University CCE students at Facility.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of CCE students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.
- C. Field Placements to be afforded under this agreement shall include Pre-Hospital, EMT or Paramedic only.

II. UNIVERSITY COLLEGE OF CONTINUING EDUCATION'S RESPONSIBILITIES

- A. Student Profiles. CCE shall advise each student enrolled in the Program under this agreement to complete and send to Facility a student profile on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Facility shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments: CCE shall notify Facility's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed field experience.
- C. Program Coordinator. CCE shall designate a program coordinator to work with Facility's designee in planning the Program to be provided to students.
- D. Orientation Program. CCE shall provide an orientation to students regarding the program policies and procedures prior to students entering placements. CCE shall provide seminars on issues related to field instruction for Facility staff providing field instruction to students.

- E. Records. CCE shall maintain all personnel records for its staff and all academic records for its students.
- F. Student Responsibilities. CCE shall notify students in the Program that they are responsible for:
- 1) Complying with Facility's administrative policies, procedures, rules and regulations;
  - 2) Submitting to health and background screenings as required by the Facility. Also assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
  - 3.) Provide evidence of personal health insurance, at student's own expense.
  - 4) Maintaining the confidentiality of Facility information.
    - a) The discussion, transmission, or narration in any form by students of any individually identifiable client/patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.
    - b) Neither University, CCE, nor its employees or agents shall be granted access to individually identifiable information unless the client/patient has first given consent using a form approved by Facility that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
    - c) Facility shall reasonably assist CCE in obtaining client/patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, CCE, its employees, or agents;
  - 5) Complying with Facility's dress code and wearing name badges identifying themselves as students if required;
  - 6) Attending an orientation to be provided by their CCE instructors or program coordinator;
  - 7) Providing services to Facility's clients/patients only under the direct supervision of Facility's professional staff.
- G. Students are not employees or agents of the University or CCE and shall receive no compensation for their participation in the Program, either from University, CCE or Facility. For purposes of this agreement, however, students are trainees and shall be considered members of Facility's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

III. FACILITY'S RESPONSIBILITIES

- A. Field Education Experience. Facility shall accept from CCE the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised field experience.
- B. Facility Designee. Facility shall designate a member of its staff to participate with CCE's designee in planning, implementing, and coordinating the Program.
- C. Access to Facilities. Facility shall permit students enrolled in the Program access to facilities as appropriate and necessary for their field experience, provided that the students' presence shall not interfere with Facility's activities.
- D. Records and Evaluations. Facility shall maintain complete records and reports on each student's performance and provide an evaluation to CCE.
- E. Withdrawal of Students. Facility may request that CCE withdraw from the program any student who Facility determines is not performing satisfactorily, refuses to follow Facility's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Facility's request. CCE shall comply with the written request within five (5) days after receipt.
- F. Emergency Health Care/First Aid. Facility shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Facility shall have no obligation to furnish medical care to any student.
- G. Student Supervision. Facility shall permit students to perform services for clients/patients only when under the supervision of a registered, licensed, or certified professional on Facility's staff. Students shall perform assignments at the discretion of their Facility-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Facility's staff.
- H. Facility's Confidentiality Policies. As trainees, students shall be considered members of Facility's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Facility's policies respecting confidentiality of information. In order to ensure that students comply with such policies, Facility shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND FACILITY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Facility, University or CCE for any purpose, including, but not limited to, compensation for

services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Facility's "workforce" for purposes of HIPAA compliance.

## VI. INSURANCE

- A. Student Insurance. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with general and/or professional liability insurance with blanket policies. A certificate of insurance can be obtained upon request for Student Professional Liability
- B. Facility Insurance. Facility shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Facility shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Facility shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- C. University Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

## VII. INDEMNIFICATION.

- A. Facility agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Facility's negligence, or in proportion to the Facility's comparative fault.

## VIII. TERM AND TERMINATION

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.
- B. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

- A. Amendments. In order to ensure compliance with HIPAA, any provision of this Agreement which references HIPPA shall not be subject to amendment by any means during the term of this Agreement or any extensions. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:"

**PAYSON FIRE DEPARTMENT**

Attn: Fire Chief David Staub  
400 W. Main St.  
Payson, AZ 85541

**CALIFORNIA STATE UNIVERSITY SACRAMENTO**

Procurement and Contract Services  
Attn: Michelle Johnson  
6000 J St.  
Sacramento, CA 95819-6008

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**California State University, Sacramento**

**Payson Fire Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

(signature)

Name: Michelle Johnson

Name: \_\_\_\_\_

Title: Contract Specialist

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_