



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit A

Student Intern Agreement and Release

Student is enrolled in a course of study at School designated to enable Students to become a licensed/certified Emergency Medical Technician, Paramedic or other similar pre-contractor healthcare provider. As part of the curriculum, Student has enrolled in the field internship Experience, which is offered through the school, with Contractor's assistance. The field Internship Experience involves: 1) Student's performing acquired pre-hospital skills alongside Contractor's personnel; and, 2) accompanying and observing the contractors personnel providing emergency and non-emergency ambulance transport, care and related services.

Student has asked to participate in Field Internship Experience knowing that participation will require student to accompany Contractor personnel in dangerous and potentially life-threatening situations. Student realizes that Contractor could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the Contractor from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Field Internship Experience; (iii) agree to read, understand and follow Contractor's policies, procedures and guidelines; (iv) act in a professional and responsible manner at all times; and (v) follow the instruction/direction of Contractor personnel with respect to patient care, demeanor, safety, use of personal protective devices, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with field internship experience. Students hereby represents that he or she AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slips and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Contractor's agreement to provide the Field Internship Experience to Student, Student agrees to release and forever discharge Contractor and its agents, employee's affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Contractor's policies, procedures and work rules; (ii) follow Contractor's instruction and direction with respect to patient care, safety, personal protection; and abide by Contractor rules and direction. Student understands that failure to follow the Contractor's direction may result in Contractor's sole discretion, in his/her expulsion from the Field Internship Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. BY virtue of this agreement, the School assures Contractor that it found no information that would, in accordance with the provisions of stat EMS regulations, prelude the Student from the duties of an EMS provider.

The relationship of field internship student and Contractor is that of a student being provided an educational experience by Contractor and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from the Contractor for activities during the internship.

The student will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Student acknowledges that School has made available to Student a copy of its Compliance Program and Code of Conduct at School's website located at www.chabotcollege.edu The Student shall comply with any training requirements that may be legally imposed upon the School by any applicable regulatory authority.

The Student represents and certifies that he/she has not been convicted of any conduct identified on Attachment "A". The Student further represents and certifies that he/she is not ineligible in Federal health care programs or in any other state or federal government payment program, as provided on attachment "A" or otherwise. The Student understands that of DHHS or OIG excludes he/she from participation in Federal health care programs, he/she must notify the School and Contractor within 5 working days of knowledge of such fact, and the Contractor may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this Document You Acknowledge That You Have Been Advised There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Filed Internship Experience Program.

I Agree to all terms set forth above.

Dated: _____

Signature of Student: _____

Printed Name: _____

ATTACHMENT "A"

Overview of law regarding exclusion from Medicare and State health Care Programs 42 U.S.C.1320a-7

(a) Mandatory exclusion. The secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in this section 1320a-7b (f) of this title):

- (1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.
- (2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.
- (3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than this specifically described in paragraph (1)) operated by or financed in whole or part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.
- (4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996. Under Federal State law, of a criminal offence consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(Note: the DHHS and OIG list of excluded individuals/entities is available through the internet at: <http://www.hhs.gov/oig>), and an overview of the exclusion regulations is attached hereto).