



Affiliation Agreement for Field Internship Experience between Chabot-Las Positas Community College District & Paramedics Plus

This affiliation agreement for field internship experience is made between Chabot-Las Positas Community College District ("School") and Paramedics Plus of Alameda County (the "Contractor") effective as of 1st of February, 2012.

Whereas, School is a program which offers a program of instruction leading to certification or licensing of its students as Emergency Medical Technician, Emergency Medical Technicians – Paramedic and or other, similar health care and pre-hospital providers ("students");

Where as a part of the licensing and/or certification requirements Students must complete a course of study including field internship experience ("Field internship experience") by and through assignment to various mobile intensive care units operated by Contractor;

Whereas, Contractor is a provider of emergency medical service, including both advanced life support and basic life support prehospital care and transport, and Contractor has agreed to assist School by providing a limited field internship experience for students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Contractor's standards of service to its patients.

Now therefore, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term

- 1.1 **Commencement Date.** This agreement shall become effective February 1, 2012 ("Effective Date") and completion of the written approval and certification contemplated in Paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of forty eight (48) months from the Effective Date. Any renewal shall be set forth in a writing signed by the parties.
- 1.2 **Termination.** This agreement may be terminated by either party, with or without cause, upon thirty days written notice to the other party as provided herein.

2. Rights and Obligations of School

- 2.1 **School's Accreditation.** School shall maintain a qualified educational program for students designed to provide a smooth transition into licensure/certification of students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar prehospital health care providers. School's program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state and county(ies) in which School resides and in which the program contemplated herein is to operate.
- 2.2 **Approval by Licensing/Certifying Agency(ies).** School shall secure from all relevant licensing/certifying agencies written approval for the field internship experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Contractor with a copy of the written approval and applicable guidelines or

protocols applicable to the program before assigning a student to the field internship experience program.

- 2.3 **Student Licensure/Certification.** School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provision licensure/certification. School shall provide Contractor with a copy of the requisite licensure and or certification for any student enrolling in the field internship experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise School and Contractor, in writing, that licensure/certification is not required and the field internship experience program is approved under all applicable, or potentially applicable laws and regulations.
- 2.4 **Approval by Doctor or Agency Having Medical Control.** If applicable, School will secure from the doctor or agency having medical control in the state or county(ies) in which program will operate, written approval for the field internship experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any student participating in the course of clinical education. School will provide Contractor with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.
- 2.5 **Records.** School will keep and maintain accurate records for all students participating in the field internship experience. The records will include the students transcripts, licensure or certification, temporary licenses or certification (if applicable), pre-assessment health records, and record of history / vaccination / immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date student completes, or ceases to participate in, the field internship experience herein.
- 2.6 **List of participants, Qualifications, Objectives and Representations.** School will notify Contractor at least thirty (30) days prior to the inception of a course of field internship experience of the names qualifications and performance objectives for each student scheduled to begin their field internship experience. Inclusion by School of a student's name on this list is School's representation that the student possesses the necessary skills, licensure/certification and immunizations to engage in the field internship experience. The School shall comply with any requirements or procedures that the Contractor requires regarding documentation to verify the student's qualifications for the field internship experience.
- 2.7 **Contractor Rules and Regulations.** School will use all reasonable efforts to cause students to comply with Contractor's policies, procedures, work rules and regulations, including preservation of the



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confidentiality of patient care and patient care records. School will, prior to allowing a student to participate in the field internship experience, review patient confidentiality as well as the Contractor's policies, procedures, work rules and regulations with student and secure Student's agreement to abide by all such rules and regulations.

- 2.8 Pre-assignment Health Assessment.** School will cause students to complete a pre-assignment health assessment at student's or School's expense, which includes, but is not limited to: history of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the hepatitis B vaccination by the student, proof of MMR vaccination, respiratory certification by a physician and a PPD test. School will provide proof of satisfactory completion/vaccination to Contractor upon request. Inclusion of a student's name on the list referenced in paragraph 2.6 is School's representation that the student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9 OSHA Compliance.** Prior to enroll in the course of field internship experience, School will educate and train student in compliance with all relevant and required OSHA regulations including, but not limited to, blood-borne pathogens standards and TB standards.
- 2.10 Personal Protective equipment.** School shall provide student with all necessary personal protective equipment, including fitting as is, or may be, required by OSHA or other regulatory agency as required in locale of Contractor prior to assignment to field internship experience. Such equipment may include: safety glasses, face shields and particulate respirators. School recognizes and will inform students that this equipment must be in possession of the student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in student's dismissal from the program.
- 2.11 Assistance in obtaining signatures and compliance.** School recognizes that it students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Contractor in obtaining any necessary signatures and ensuring student compliance with Contractor rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 2.12 Evaluation of performance.** School in conjunction with Contractor personnel, is responsible for and shall make arrangements for evaluating student's performance during the clinical program.
- 2.13 Minimum age of participants.** School and Contractor will only allow students that are at least eighteen (18) years of age to participate in this program. Inclusion of a student's name on the list referenced in paragraph 2.6 is School's representation that student is at least eighteen (18) years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1 Release.** Student will prior to participating in the clinical experience, read understand and sign a ride-along waiver releasing Contractor from any and all liability and/or responsibility arising out of student's participation in the clinical experience. This release of claims must be executed and on file with the School, prior to students participation in the program. The release is a condition precedent to student's participation in the clinical experience and no student will be permitted on a Contractor vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A
- 3.2 Pre-assigned Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3 Contractor Rules and patient confidentiality.** Student shall comply with Contractor's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Contractor property, must meet all standards of appearance and conduct required by the Contractor of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Contractor vehicle personal protective equipment and use such equipment when, as and where designated by Contractor personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of Contractor, as well as any information regarding the students and their performance or the training program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPPA); the U.S. Privacy Act of 1974 and any applicable state laws.
- 3.4 Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the field internship experience program. The student intern agreement is attached hereto as Exhibit A.

4. CONTRACTOR RIGHTS AND OBLIGATIONS.

- 4.1 Contractor Rules.** Contractor requires students, while participating in the clinical program, on Contractor property, to meet all standards of appearance and conduct required by Contractor of its own employees. Contractor reserves the right to refuse to allow any student to participate in the clinical program for failure to comply with Contractor standards.
- 4.2 Student's Skill Level.** Contractor reserves the right to discontinue student's participation in the program should Contractor, in its sole discretion, determine that immediately advise School of any such concerns or situations.



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- 4.3 **Orientation Program.** Contractor may require student to attend an orientation program designed to orient student to Contractor's rules regulations and policies prior to beginning their field internship experience. The details and procedures for the orientation program shall be in the Contractor's sole discretion.
- 4.4 **Contractor's Control of Patient Care.** Contractor reserves the right to determine where, when and if a student may participate in the provision of care to its patients. Contractor will endeavor to utilize student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and student shall follow Contractor's instruction with respect to the provision of patient care.
- 4.5 **Right to control participation.** Contractor reserves the right to refuse to allow any student to participate in the provision of care at the scene of an emergency where, in Contractor's sole discretion, permitting student to participate would endanger the student, a patient or an employee of Contractor or otherwise be inappropriate.
- 4.6 **Student evaluations.** Contractor will cooperate with School in performing evaluations of student's field internship experience.
- 4.7 **Provision of field internship experience.** Contractor will provide a field internship experience for the School's students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the doctor or agency having medical control of applicable. The number of students that Contractor accepts into the field internship experience shall be determined by mutual agreement between School and Contractor.

5. INDEMNIFICATION

- 5.1 **Indemnity for third part claims.** Schools will save, defend, indemnify and hold harmless Contractor, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions arising out of the provision of the field internship experience. This indemnity shall survive and remain enforceable after the expiration or termination of this affiliation agreement, provided however, that this indemnity is not intended to cover claims against Contractor arising solely out of Contractor's own negligence or intentional conduct.
- 5.2 **Indemnity for student claims.** School will save defend, indemnify and hold harmless Contractor, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions brought by any student, or their heirs, against Contractor arising out of their participation in this program or by any patient claims that the negligence of student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this affiliation agreement; provided, however, that this indemnity is not intended to cover claims against Contractor arising

solely out of Contractor's own negligence or intentional conduct.

- 5.3 **Defense Obligation.** In any action in which School is obligated to provide Contractor with a defense, School shall at its own cost and expense, fully and diligently defend Contractor against any claims brought, investigations undertaken or actions filed which concern claims for which Contractor is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1 **Professional medical Liability and general liability coverage.** School will maintain professional medical liability and general liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Coverage must specifically cover students in the field internship experience, working under this agreement and within the course of their training and education during this program. School will name Contractor as an additional insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Contractor with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. School covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2 **Endorsement for student activities.** School assures Contractor that all coverage of insurance required herein includes specific provisions and/or endorsements to include students within School's medical liability and general liability coverage for all activities conducted under this program.
- 6.3 **Coverage for student injuries.** School recognizes that students are not covered by Contractor's Workers compensation or self-insured program. School represents and warrants that it will maintain, or ensure that its students are covered, for bodily injury and disease should any student be injured or become ill during the course of their field internship experience. School will provide Contractor with written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.
- 6.4 **Amount of coverage not a limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5 **Minimum Qualifications of insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "general policyholder's rating" of AIV or better, as set forth in the most current issue of "Best's insurance guide", or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the field internship experience will occur; and (iii) in good standing and admitted, if applicable, with the state's department of insurance or other similar regulatory



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agency in the state in which the field internship experience will occur.

this agreement and any schedule hereto, the terms of this agreement shall govern.

7. NOTICES.

7.1 Any notice required or permitted by this agreement shall be in writing and shall be delivered as follows, with notice deemed given and indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following address:

If to Contractor:

Jeff Taylor, Chief Operating Officer
Paramedics Plus – Alameda County
575 Marina Boulevard
San Leandro, CA 94577

If to School:

Lorenzo Legaspi, Vice Chancellor of Business services
Chabot – Las Positas Community College District and specifically:
Chabot College, located at 25555 Hesperian Blvd., Hayward, CA 94545 and
Las Positas College, located at 3033 Collier Canyon Road, Livermore, CA 94551.

8. Fees, Compensation and tuition.

8.1 **Fees, Compensation and tuition.** If applicable, any fees, compensation and tuition that Contractor shall receive will be set forth in exhibit B.

9. Scope of field internship experience

9.1 **Scope of field internship experience.** The specific scope of the field internship experience that the Contractor shall provide will be set forth in Exhibit C.

10. Miscellaneous.

10.1 **Miscellaneous.** This agreement (including the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this agreement shall not be effective until executed by both parties. In the event of a disagreement between

11. Other

11.1 **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal anti-kickback statute.

11.2 **Compliance Program and Code of Conduct.** The Contractor acknowledges that the School has made available to School a copy of its Compliance program and code of conduct at School's web site, located at www.chabotcollege.edu The School shall comply with any training requirements that may be legally imposed upon the School by any applicable regulatory authority.

11.3 **Non-Exclusion.** Each party represents and certifies that it has not been convicted of any conduct identified on exhibit D. Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Exhibit D or otherwise. Each party understands that if DHHS or OIG excludes it, or any of its employees who provide health care services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

In witness whereof, the parties have hereto executed this Agreement, effective January 1, 2012.

Chabot – Las Positas Community College

By: _____
Lorenzo Legaspi, Vice Chancellor of business services

Paramedic Plus

By: _____
Jeff Taylor, Chief Operating Officer