

San Francisco Fire Department Preceptor Agreement

**SAN FRANCISCO FIRE DEPARTMENT  
PARAMEDIC FIELD PRECEPTOR AGREEMENT**

This agreement is made and entered into June 1, 2016 by and between the San Francisco Fire Department (hereinafter referred to as "DEPARTMENT"), **and Las Positas College, Las Positas Paramedic Program; of 3000 Campus Hill Drive Livermore CA 94551-7623 PH 925.424.1000** (herein referred to as "AGENCY")

WHEREAS, Agency is authorized to maintain a course in Emergency Medical Technician (EMT)-Paramedic training which is approved by the County of Alameda and

WHEREAS, as part of it's course in (EMT)-Paramedic training, AGENCY desires to enter into an agreement with DEPARTMENT that provides qualified students of AGENCY with field experience as required by the State of California EMT-Paramedic Training Program pursuant to Section 100147 of Title 22 of the California Administrative Code; and

WHEREAS, the DEPARTMENT is willing to provide qualified students participating in AGENCY'S EMT-Paramedic training course with field experience as required by the State of California EMT-Paramedic Training Program pursuant to Section 100147 of Title 22 of the California Administrative Code through an internship program with DEPARTMENTS EMS Division.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

**Section A. AGENCY'S RESPONSIBILITIES**

1. AGENCY shall refer qualified students to DEPARTMENT for training as part of AGENCY'S approved EMT-Paramedic Training Program. Before referring qualified students to DEPARTMENT to obtain field experience, AGENCY shall ensure that each student has successfully completed classroom, clinical instruction and practice in the basic emergency techniques required for the level of education to be provided by DEPARTMENT.
2. AGENCY shall bear the responsibility for ensuring that each qualified student it refers to DEPARTMENT shall comply with all rules and regulations followed by employees of DEPARTMENT and such other additional regulations as DEPARTMENT may determine are reasonably necessary for participation in the internship program. The DEPARTMENT may, in its sole discretion, require a physical examination, including but not limited to, drug screening.
3. AGENCY shall be responsible for maintaining student evaluations prepared by DEPARTMENT and any and all records that pertain to AGENCY'S EMT-Paramedic Training Program.

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4. Prior to referring qualified students to Department for EMT-Paramedic training, Agency shall provide DEPARTMENT with the following insurance requirements:
  - a. Agency must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages for all of its employees and students:
    - 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and;
    - 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
    - 3) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
  - b. Commercial General Liability policies must be endorsed to provide:
    - 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
    - 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
  - c. Regarding Workers' Compensation, Agency hereby agrees to waive subrogation which any insurer of Agency may acquire from Agency by virtue of the payment of any loss. Agency agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Agency, its employees, agents, students and subcontractors.
  - d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverage's or cancellation of coverage's for any reason. Notices shall be sent to the City address herein.
  - e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
  - f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
  - g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City

- may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Agency shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
  - i. Approval of the insurance by City shall not relieve or decrease the liability of Agency hereunder.
5. In consideration of this Agreement, STUDENT shall pay DEPARTMENT a minimum nonrefundable fee of 2,435.00 for each student who participates in an internship.

### **Section B. DEPARTMENTS RESPONSIBILITIES**

1. DEPARTMENT shall provide supervised field EMT-Paramedic experience for instructional purposes to qualified students of AGENCY, designated by name in Section C of this Agreement. The experience shall consist of 480 hours of field experience and 40 hours of Advanced Life Support (ALS) patient contact as defined in California Code of Regulations, Title 22, Social Security and Division 9.
2. DEPARTMENT shall be responsible for evaluating the students' performance during the field internship phase providing Agency with written reports of the students' performance.
3. DEPARTMENT has the sole discretion to determine whether a student is qualified for purposes of the internship program.
4. DEPARTMENT shall report to AGENCY any student whose performance or behavior that the DEPARTMENT, in its sole discretion, deems unsatisfactory or unacceptable, whether as a result of the student's inability or unwillingness to comply with the rules and regulations established by DEPARTMENT, failure to comply with the law, or any other reason.
5. DEPARTMENT, in its sole discretion, reserves the right to refuse any applicant or terminate any student accepted into the internship program with or without cause.

### **Section C. STUDENT'S RESPONSIBILITY**

Students understand and agree that participation in the internship program does not lead to employment opportunities with the DEPARTMENT. Students also agree to:

1. Following all the rules and regulations followed by employees of DEPARTMENT;
2. Cooperating with the DEPARTMENT with the rules and regulations, adhering to any physical examination, including drug screening;
3. Maintaining the confidentiality of all patient information.

### **Section D. GENERAL PROVISIONS**

1. This Agreement shall be in force as of the date designated in item 7, below, as the starting date of the training and shall continue until such time as student of AGENCY designated below has accumulated a combined total of 480 hours of field experience and 40 hours of Advanced Life Support (ALS) patient contact.
2. AGENCY and DEPARTMENT shall communicate any changes made to the students work and internship schedules.
3. Transportation of the student to and from the DEPARTMENTS facilities shall be the sole responsibility of the student.
4. STUDENT is responsible for any and all costs associated with the participation of qualified students in the internship program. These costs shall include, but not be limited to, any expense, including premium pay differentials (8% premium pay + base wage of preceptor). A preceptor is a recognized paramedic of DEPARTMENT who has met the minimum standards as set forth in the San Francisco Emergency Medical Services Agency Policy 2051, California Health and Safety Code, Section 1797.214, California Code and Regulations, Title 22, Sections 100149, 100152, and 100166.) These costs shall cover each preceptor's participation in the internship program, which includes instruction and supervision of qualified students, as well as any administrative costs associated with the placement, tracking, and continued participation of qualified students in the internship program. The cost per qualified student shall be agreed to mutually by AGENCY, STUDENT and DEPARTMENT prior to each qualified student's start date in the internship program with DEPARTMENT. Any and all monies shall be transferred by STUDENT to DEPARTMENT 15 days after conclusion of each AGENCY student's internship with the program in a manner prescribed by DEPARTMENT. The DEPARTMENT shall invoice STUDENT for all unanticipated costs for any qualified student's participating in the internship program, including but not limited to, extension of participation. All accounts shall be settled as a condition to each student's successful completion of the internship program. Per student costs will be delivered to AGENCY prior to the commencements of each AGENCY'S student in the internship program.
5. AGENCY understands that DEPARTMENT and its agents, employees, and all others affiliated with its activities, including students are under a strict statutory duty to maintain confidentiality of patient care and any and all information DEPARTMENT deems critical to the security of DEPARTMENT and City operations. All agents, employees, agents, representatives, and AGENCY's students shall abide by the rules and regulations regarding contact and disclosure with media outlet representatives, including but not limited to, print, visual, and internet.
6. The TERM of this AGREEMENT shall COMMENCE on June 1, 2016 and END on May 31, 2017.

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1. Agency shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Agency or loss of or damage to property, arising directly or indirectly from Agency's performance of this Agreement, including, but not limited to, Agency's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Agency, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Agency's obligation to indemnify City, Agency specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Agency by City and continues at all times thereafter. Agency shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.
  - a. General. To the fullest extent permitted by law, Agency shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnities"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee or student of the Agency or its sub consultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Agency, Agency's student, any sub consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").
  - b. Limitations. No insurance policy covering the Agency's performance under this Agreement shall operate to limit the Agency's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities.
  - c. Copyright infringement. Agency shall also indemnify, defend and hold harmless all Indemnities from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Agency's services under this Agreement. Infringement of patent

rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

2. It is agreed and understood that the parties to this Agreement are independent contractors for all purposes and that neither a party, nor its officers, employees, representatives, and agents shall be considered employees of the other. In addition, it is expressly agreed and understood by the parties that those of AGENCY'S students who are participating in this program shall not be considered employees or potential employees of DEPARTMENT for any purpose including, but not limited to compensation for services, employee welfare and pension benefits, or Workers' Compensation Insurance purposes.
3. AGENCY and students shall not have any claim under this Agreement, or otherwise, against DEPARTMENT or the City for workers' or students compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, and unemployment benefits.
4. This Agreement shall cover the following student of Agency; **SFFD H3-L1 Marc Wada**
5. The starting date of the training for the student designated, above, shall be (to be determined), with agreement of STUDENT, AGENCY, and DEPARTMENT.
6. This Agreement sets forth the entire integrated agreement between DEPARTMENT and AGENCY, supersedes all prior or concurrent negotiations, representations, understandings, or agreements between the parties, either written or oral, which are not expressly incorporated herein, and may only be amended by a written instrument signed by authorized representatives of DEPARTMENT and AGENCY.

IN WITNESS THEREOF, the parties hereto cause their representatives to affix their signatures.

“DEPARTMENT”

“AGENCY”

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name: Lorenzo Legaspi

**Jeff Myers**

Title: Vice Chancellor, Business Services

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

**Assistant Deputy Chief, SFFD EMS**

Executed on \_\_\_\_\_

Executed on \_\_\_\_\_

“STUDENT”

Print Name \_\_\_\_\_

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

Executed on: \_\_\_\_\_

Print Name \_\_\_\_\_

**FF**

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

Executed on: \_\_\_\_\_