

AGREEMENT FOR EMERGENCY MEDICAL TECHNICIAN
and PARAMEDIC FIELD TRAINING
EXPERIENCE BETWEEN

Chabot-Las Positas Community College District – Las Positas College
AND
K.W.P.H. ENTERPRISES, dba AMERICAN AMBULANCE.

THIS AGREEMENT, made and entered into between Chabot-Las Positas Community College District- Las Positas College (hereafter referred to as "COLLEGE"), and K.W.P.H. ENTERPRISES, dba AMERICAN AMBULANCE. (hereafter referred to as "AGENCY").

WITNESSETH:

WHEREAS:

- The COLLEGE, through their Emergency Medical Services (EMS) Programs, conducts EMT and Paramedic training programs, which provide pre-hospital care training for persons desiring to become an EMT and/or Paramedic in accordance with the provision of the California Code of Regulations, Title 22.

- The COLLEGE is desirous that its trainees participate in a program to obtain clinical experience at a training facility.

- AGENCY has clinical facilities for furnishing this experience to the trainees participating in the COLLEGE program and is desirous of making its clinical facilities available for this purpose, as listed in Exhibit A.

NOW THEREFORE, the parties agree as follows:

1. AGENCY agrees to provide a supervised program of clinical experience to the selected EMT and Paramedic trainees in accordance with the terms and conditions stated in this agreement. Individuals supervising the clinical experience shall be mutually acceptable to the parties.

2. The period of time for each trainee's clinical experience at the AGENCY shall be mutually agreed upon between the COLLEGE and AGENCY prior to the beginning of each trainee's clinical experience. Reasonable extensions may be agreed to by the parties if a particular trainee requires additional experience.

The number of trainees to participate in the clinical experience at the AGENCY at any given time shall be mutually agreed upon by the COLLEGE and AGENCY prior to the

beginning of the clinical experience program, and may be modified from time-to-time by mutual agreement upon the request of either party.

3. The COLLEGE shall be responsible for selecting the individual trainees who will be assigned to AGENCY and such selection will be made without regard to the race, creed, color, sex, sexual orientation, handicap or national origin of the trainee. Prior to the beginning of each trainee's clinical experience with AGENCY, the COLLEGE shall forward to AGENCY the name and other appropriate information of each trainee selected by the COLLEGE to participate in AGENCY's clinical experience. AGENCY shall have the right, prior to arrival of the trainees, to request from the COLLEGE additional reasonable information concerning any or all of the selected trainees.
4. AGENCY may request the COLLEGE to withdraw from AGENCY's clinical experience training program, provided however, such withdrawal shall not be effectuated during an active semester. Withdrawals shall only be effectuated prior to or at the conclusion of any semester.
5. COLLEGE shall notify the trainees that the trainees shall be responsible for:
 - (a) Adhering to and following all applicable state, county and local laws, including without limitation, statutes, ordinances, rules and regulations.
 - (b) Following the administrative and patient care policies, procedures, rules and regulations of AGENCY.
 - (c) Acquiring and using the necessary and appropriate clothing.
6. AGENCY shall report on each trainee's performance and shall provide an evaluation for each trainee to the COLLEGE on forms provided by the COLLEGE.
7. AGENCY shall, at a mutually agreed upon time, permit the COLLEGE and/or appropriate governmental agencies charged with the responsibility of accrediting or approving the EMT and Paramedic training programs to inspect the AGENCY's facilities, services available for clinical experience, trainees' records, and such other materials which pertain to the clinical training program.
8. It is expressly agreed and understood by the COLLEGE and AGENCY that the EMT/Paramedic trainees under this program are students enrolled at COLLEGE and in attendance with AGENCY for observation and training purposes only. It is further understood that Paramedic trainees under this program are students enrolled at COLLEGE and in attendance with AGENCY to perform, as trainees under the supervision of a designated preceptor, advanced life support skills, intervention and assessment of acutely ill and injured patients. Trainees shall not, under any circumstances, be considered to be

employees of AGENCY for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance.

9. It is agreed and understood that the parties to this agreement are independent contractors and that neither is the employee or employer of the other and that the employees of one are not the employees of the other.
10. **GENERAL OBLIGATIONS OF AGENCY**
The AGENCY shall provide (a) an EMT and Paramedic ride-along experience and observational opportunity; (b) a directing supervisor during their ride-along to provide general station and equipment orientation including operational safety orders; (c) a paramedic preceptor for the purpose of providing patient contact as a training method; (d) use of in-station medical reference materials for independent study as well as enhancement of the learning experience.
11. **USE OF PARKING AND EATING AREAS**
The AGENCY shall permit the use of parking facilities by instructors and students and eating facilities as designated by the directing supervisor.
12. **MEDICAL AID**
The AGENCY staff shall provide first-aid treatment to EMT and Paramedic trainees needing such care, but shall not be obligated to furnish any other medical care or surgical service or insurance. The AGENCY shall document any such first-aid service as part of their normal run reporting method.
13. **CONFIDENTIALITY**
COLLEGE shall require each EMT trainee and Paramedic trainee, who participates in the clinical experience at the AGENCY, to execute a confidentiality statement prior to participation in the program. The COLLEGE'S Paramedic Program will maintain each trainee's confidentiality statement on file. It is agreed and understood by the COLLEGE and AGENCY that each trainee will recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any healthcare professionals in any way associated with the AGENCY, its patients and activities while a trainee at the AGENCY, are considered privileged and will be treated with utmost confidentiality. If it is determined that a breach of confidentiality has occurred as a result of a trainee's actions, trainee may be removed from the AGENCY.
14. **AGENCY STAFF**
The AGENCY shall not decrease the normal number of its staff as a result of the assignment of EMT and Paramedic trainees.

15. BACKGROUND VERIFICATIONS and DRUG SCREEN

The COLLEGE shall require each EMT and Paramedic trainee to submit to a complete background check and drug screen as a condition of placement in the AGENCY. The background check will minimally include the following: (1) 7-year criminal background check in current and previous counties of residence and employment, (2) address verification, (3) sex offender data base search, (4) two names, current legal and one other name, (5) OIG search and, (6) social security number verification. A drug screen will screen, at minimum, for the following drugs: THC, Cocaine, Amphetamines (Meth), opiates, PCP. AGENCY shall have the right to deny clinical access to any EMT and Paramedic trainee.

16. INSURANCE

The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) for bodily injury and general liability insurance, including errors and omissions coverage of not less than three million dollars (\$3,000,000) which protects and insures against any and all liability attributable to the District, its employees or students arising from the activities referred to in this Agreement or as contemplated by this Agreement. Proof of COLLEGE'S insurance coverage shall be provided to AGENCY. COLLEGE or COLLEGE'S insurer shall provide written notice to AGENCY at least twenty (20) days prior to any cancellation, termination, or change in the insurance coverage referenced in this agreement. In the event that the COLLEGE fails to maintain such insurance coverage in full force and effect during the term of this Agreement, AGENCY may either (1) terminate this Agreement concurrently with such failure by COLLEGE, or (2) obtain such insurance on its own behalf. If AGENCY obtains such insurance, COLLEGE shall reimburse AGENCY for the costs thereof.

The AGENCY agrees to maintain in full force and effect coverage of not less than one million (\$1,000,000) for bodily injury and general liability insurance, including errors and omissions coverage of not less than three million dollars (\$3,000,000) which protects and insures against any and all liability attributable to AGENCY or its employees arising from the activities referred to in this Agreement or as contemplated by this Agreement. Proof of AGENCY'S insurance coverage shall be provided to the COLLEGE. The AGENCY or AGENCY'S insurer shall provide written notice to COLLEGE at least twenty (20) days prior to cancellation, termination, or change in the insurance coverage referenced by this Agreement. In the event that the AGENCY fails to maintain such insurance coverage in full force and effect during the term of this agreement, the COLLEGE may either (1) terminate this Agreement concurrently with such failure by the AGENCY, or (2) obtain such insurance on its own behalf. If COLLEGE obtains such insurance, AGENCY shall reimburse COLLEGE for the costs thereof.

17. The term of this agreement shall commence on **April 22, 2020**, and shall continue in effect through **April 20, 2022**, provided, however, that this agreement may be terminated by either party upon giving thirty (30) days prior written notice to the other party; provided however AGENCY's termination of this Agreement shall not be effectuated during an active semester. Termination shall only be effectuated prior to or at the conclusion of any active semester.
18. The Director of the EMT and Paramedic Training Programs and AGENCY's Chief Administrative Officer may mutually agree upon, and may formalize by a separate writing and amendment, the operational details of the clinical training program, and such separate agreement and writing will be binding on both the COLLEGE and AGENCY in the same manner as this Agreement.
19. To the fullest extent permitted by law, the COLLEGE agrees to indemnify and hold harmless the AGENCY, its officers and employees, patients, or clients, against any and all claims, liabilities and losses, by whomever asserted, arising out of acts or omissions on the part of the COLLEGE or its trustees, officers, employees or students in conducting the training program hereunder. And, the AGENCY agrees to indemnify and hold harmless the COLLEGE, its trustees, officers, employees and students, against any and all claims, liabilities and losses, by whomever asserted, arising out of acts or omissions on the part of the AGENCY its officers and employees, patients or clients in conducting the training program hereunder.
20. This agreement may be modified or amended without additional consideration at any time by mutual consent of the parties.
21. The following guidelines will be followed by fire department student trainees who complete their paramedic field internship training with their sponsoring fire agency.

22.1 Uniform

22.1.1 Paramedic student trainees (Interns) must wear a uniform that has been approved by the COLLEGE when participating in program activities; including internships and other activities sanctioned by the program director.

22.1.3 Paramedic Interns shall be readily identifiable as interns by affixing a COLLEGE Paramedic Program Photo ID Badge in a visible location on the front of the uniform. The ID badge must be visible at all times while the Paramedic Intern is performing duties in the capacity of an intern.

22.2 Internship Hours

22.2.1 Paramedic Interns shall perform minimum number of hours and have a minimum number of contacts, consistent with all other paramedic Interns not associated with a fire agency or as currently directed by Title 22. Paramedic Interns must meet minimum competencies for successful completion of the internship.

22.3 Internship Conditions

22.3.1 Paramedic Interns employed by ALS departments may be precepted by the AGENCY's FTO/Preceptor who meets COLLEGE and EMSA guidelines.

22.3.2 COLLEGE's Paramedic Director or designee may remove a student from an internship that is not meeting the goals of the program. This may necessitate placement of the Paramedic Intern in a secondary internship site to allow for completion of training competencies and the mandated minimum of 480 internship hours. If the Paramedic Intern is placed with a private transport company, it is likely that he/she will incur a prorated internship cost.

22.3.3 Paramedic Interns shall be under the direction and control of their designated preceptor at all times.

22.3.4 While not engaged in call response, preceptor shall dedicate Intern's time to improving ALS skills and knowledge.

22.3.5 Paramedic Intern and Preceptor shall accompany the patient to the hospital on all ALS calls.

22.3.5.1 Exception: multiple Paramedic Interns and Preceptors operating in the same response area at the same time will be expected to alternate calls in order to equalize Intern opportunities.

22.3.6 The AGENCY's FTO/Preceptors will participate in training session designed to introduce and provide current program policies and internship expectations prior to accepting a new Paramedic Intern.

22.3.7 COLLEGE and AGENCY's Chief ALS providers will work together and consult one another as identified changes are needed/ desired.

22.4 Internship Fee

22.4.1 AGENCY may charge a fee for internship. The Paramedic Intern is responsible for the payment of any fees. COLLEGE is not prohibited from paying all or part of any fees on behalf of the Paramedic Intern. Fees for Paramedic Interns who do not require a full internship (480 hours) will be prorated. No additional fee will be required if internships exceed 480 hours.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first herein above written.

District

**7600 Dublin Blvd
3rd Floor
Dublin CA 94568**

Agency

**K.W.P.H. Enterprises, dba American Ambulance
2911 East Tulare Street
Fresno, CA 93721**

Signature

Doug Roberts
Name

Vice Chancellor, Business Sevices

Title

Date

Signature

Bob Adams
Name

Director of Human Resources

Title

Date

American Ambulance affirms that no person shall, on the basis of race, color, religious beliefs, gender, national origin, ethnicity, age, mental or physical disabilities, veteran status, sexual orientation, or marital status, be unlawfully subject to discrimination under any program or activity of American Ambulance.

EXHIBIT "A"

The facility, or facilities, listed below are governed under the AGENCY listed in this Agreement:

American Ambulance
2911 East Tulare Street
Fresno, CA 93721