

**STUDENT PLACEMENT AGREEMENT**  
**FOR**  
**EDUCATIONAL OR CLINICAL EXPERIENCE**  
**IN A PREHOSPITAL/EMT/PARAMEDIC PROGRAM**

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This Student Placement Agreement (“Agreement”) is entered into between Del Puerto Health Care District (dba Patterson District Ambulance), hereinafter referred to as “Learning Site” and Chabot-Las Positas Community College District, hereinafter referred to as “School”.

- A. Learning Site offers students learning opportunities in the Prehospital, EMT, or Paramedic field.
- B. School operates a fully accredited Prehospital/EMT/Paramedic program.
- C. The parties will both benefit by making a field experience training program (“Program”) available to School students at Learning Site.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of School 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 Prehospital, EMT or Paramedic only.

II. SCHOOL’S RESPONSIBILITIES

- A. Student Profiles: School shall advise each student enrolled in the Program under this agreement to complete and send to Learning Site 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. Learning Site shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments: School shall notify Learning Site’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: School shall designate a program coordinator to work with Learning Site’s designee in planning the Program to be provided to students.
- D. Orientation Program: School shall provide an orientation to students regarding the program policies and procedures prior to students entering placements. School shall provide seminars on issues related to field instruction for Learning Site staff providing field instruction to students.

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- E. Records: School shall maintain all personnel records for its staff and all academic records for its students.
- F. Student Responsibilities: School shall notify students in the Program that they are responsible for:
1. Complying with Learning Site's administrative policies, procedures, rules, and regulations.
  2. Submitting to health and background screenings as required by the Learning Site. 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 Learning Site information.
    - a. The discussion, transmission, or narration in any form by students of any individually identifiable client/patient information, medical or otherwise, obtained during the Program is forbidden except as a necessary part of the practical experience.
    - b. Neither the School 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 Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
    - c. Learning Site shall reasonably assist School in obtaining client/patient consent in appropriate circumstances. In the absence of consent, students shall only use de-identified information in any discussions about the clinical experience with University, School, its employees, or agents.
  5. Complying with Learning Site's dress code and wearing name badges identifying themselves as students if required.
  6. Attending an orientation to be provided by their School instructors or program coordinator.
  7. Providing services to Learning Site's clients/patients only under the direct supervision of Learning Site's professional staff.
- G. Students are not employees or agents of the School and shall receive no compensation for their participation in the Program, either from the School or Learning Site. For purposes of this agreement, however, students are trainees and shall be considered members of Learning Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

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III. FACILITY'S RESPONSIBILITIES

- A. Field Education Experience. Learning Site shall accept from School the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised field experience.
- B. Learning Site Designee. Learning Site shall designate a member of its staff to participate with School's designee in planning, implementing, and coordinating the Program.
- C. Access to Facilities. Learning Site 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 Learning Site's activities.
- D. Records and Evaluations. Learning Site shall maintain complete records and reports on each student's performance and provide an evaluation to School.
- E. Withdrawal of Students. Learning Site may request that School withdraw from the program any student who Learning Site determines is not performing satisfactorily, refuses to follow Learning Site'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 Learning Site's request. School shall comply with the written request within five (5) days after receipt.
- F. Emergency Health Care/First Aid. Learning Site 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, Learning Site shall have no obligation to furnish medical care to any student.
- G. Student Supervision. Learning Site shall permit students to perform services for clients/patients only when under the supervision of a registered, licensed, or certified professional on Learning Site's staff. Students shall perform assignments at the discretion of their Learning Site supervisors. Students are to be regarded as trainees, not employees, and are not to replace Learning Site's staff.
- H. Learning Site's Confidentiality Policies. As trainees, students shall be considered members of Learning Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. §160.103 and shall be subject to Learning Site's policies respecting confidentiality of information. To ensure that students comply with such policies, Learning Site shall provide students with substantially the same training that it provides to its regular employees.

IV. NON-DISCRIMINATION

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status

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(“Protected Characteristics”) and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Learning Site acknowledges that the School reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation. If the Learning Site receives a complaint from a student at the Learning Site alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Learning Site will promptly notify the School so that appropriate action may be taken. This report will be made even if the Learning Site has its own policies and/or procedure for addressing harassment and discrimination concerns.

V. STATUS OF SCHOOL 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 Learning Site or School 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 Learning Site’s “workforce” for purposes of HIPAA compliance.

VI. INSURANCE

- A. Student Insurance: School 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 students. 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. School shall promptly notify Learning Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Learning Site Insurance: Learning Site 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. Learning Site shall promptly notify School of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION

- A. School agrees to indemnify, defend, and hold harmless Learning Site 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, School’s negligence, or in proportion to the School’s comparative fault.

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- B. Learning Site agrees to indemnify, defend, and hold harmless School 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, Learning Site's negligence, or in proportion to the Learning Site'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 (five) 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 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. To ensure compliance with HIPAA, any provision of this Agreement which references HIPAA 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 which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Copies of the Agreement shall be treated as originals.
- 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, or by electronic mail which may include a .pdf document,

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at the addresses set forth below, however acceptance of any proposed changes shall occur in accordance with Section IX General Provisions, A. Amendments, of this agreement:

**SCHOOL:**

Dyrell Foster  
President  
3000 Campus Hill Drive  
Livermore, Ca 94551

**LEARNING SITE:**

Patterson District Ambulance  
c/o Del Puerto Health Care District  
PO Box 187  
875 E Street  
Patterson, Ca 95363

**X. EXECUTION**

IN WITNESS WHEREOF, 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.

**Chabot-Las Positas Community College District**

**Del Puerto Health Care District  
(dba Patterson District Ambulance)**

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

Name: Jonah R. Nicholas

Name: Karin Freese Hennings

Title: Vice Chancellor of Business Services

Title: Chief Executive Officer

Date: April 22, 2022

Date: April 22, 2022