

FIELD EDUCATION AFFILIATION AGREEMENT
BETWEEN LAS POSITAS COLLEGE AND LAKE COUNTY FIRE
DEPARTMENT

This Field Education Affiliation Agreement ("AGREEMENT"), made and entered into this 1st day of July, 2017, by and between Lake County Fire Department, herein referred to as "Department," and Las Positas College, herein referred to as "the School" for a period of five years (5) ending on June 30, 2022; and,

WHEREAS, Department is able to provide field experience as required by the State of California EMT Paramedic Training Program pursuant to Section 100152 of Title 22 of the California Administrative Code; and,

WHEREAS, the School is authorized by law to maintain and does maintain a course in EMT-Paramedic Training approved by the Commission on Accreditation of Allied Health Educational Programs (CAAHEP), the State of California EMS Authority, and Alameda County.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN the parties hereto as follows:

1. Department agrees to provide supervised field experience for instructional purposes to the School's trainees, herein referred to as "Trainees."
2. The School will provide an approved and accredited EMT-Paramedic Training Program ("Program") and shall maintain all Trainee evaluations and records pertaining to the Program. Department shall be responsible for the evaluation of Trainee performance during the field internship phase.
3. The School shall notify the Trainees that they shall comply with all rules and regulations followed by regular staff of the Department. In addition, Department may establish additional regulations it deems are reasonably necessary.
4. It shall be the responsibility of the Department to report to the School any Trainee(s) whose performance or behavior is not acceptable to the Department. The Department may request the School to withdraw from Department's field experience program any Trainee who Department determines is not performing satisfactorily, or who refuses to follow the rules and regulations followed by regular staff of the Department, and any additional regulations Department deems reasonably necessary.

Such a request shall be honored, if it is in writing and includes a statement of the reason or reasons why Department desires to have the Trainee withdrawn.

5. The period of time for each Trainee's field internship experience at the Department shall be mutually agreed upon between Department and the School prior to the beginning of each Trainee's field internship experience. The parties may agree to reasonable extensions if a particular Trainee requires additional experience.
6. The School and Department will keep each party informed of any changes to the schedule of the Trainee.
7. Transportation of the Trainee to and from the Department and personal living accommodations and costs shall be the responsibility of the Trainee. In addition, either the School or the Trainee(s) will pay all fees charged by Department for field internships directly to Department, according to Department's internal policies and procedures.
8. Trainee shall be responsible for arranging for his/her own health insurance.
9. Before engaging in this program, the Trainee(s) will have successfully completed classroom instruction and practice in the basic emergency techniques as they apply to this level of education.
10. Department agrees to prepare reports on Trainee(s) ability and performance.
11. Trainee will acquire and use the necessary and appropriate uniforms when not provided by Department.
12. The School will ensure that Trainee(s) has/have acquired the proper health screening conforming to Department's standards.
13. The School will ensure that Trainee(s) has/have acquired the legally required background screening.
14. The School will provide a certificate of insurance for general liability specifically naming the Department, its elected officials, officers, employees, and agents as insureds in the amount of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

In addition, Trainee(s) shall be covered by the School for Workers' Compensation and Professional Liability, evidence of which shall be provided to the Department.

15. It is expressly agreed and understood by the School and Department that the Trainee(s) under this program are voluntarily in attendance with Department for educational purposes and Department assumes no responsibility for any liability incurred to Trainee(s) under this program. To this end, each Trainee shall execute a Release and Waiver of Liability to be provided by the Department before beginning the program.

16. School agrees to indemnify, defend, and hold harmless Department and its affiliates, parents, and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and attorney fees arising from negligent or intentional acts or omissions of the School, its officers, employees, or agents.

Department agrees to indemnify, defend, and hold harmless School, its officers agents, and employees against any and all claims demands damages costs expenses of whatever nature, including court costs and attorney fees arising from negligent or intentional acts or omissions of the Department, its employees, or agents.

17. This AGREEMENT may be modified in writing by mutual agreement of the parties.

18. This AGREEMENT is the complete understanding of both parties and no other terms and conditions are binding which are not embodied within this AGREEMENT.

19. It is agreed and understood that the parties to this AGREEMENT are independent contractors and that neither is the employee of the other and that the employees of one are not the employees of the other.

20. It is expressly agreed and understood by the School and Department that the Trainee(s) under this program are in attendance with Department for educational purposes and they are not considered to be employees of Department for the purposes including but not limited to compensation for services or employees welfare and pension benefits, except as provided for in Paragraph "14" and "15."

21. Term: This agreement shall be effective as of the date first written above and shall remain in effect for five (5) years thereafter.

Renewal: This agreement may be renewed for subsequent five (5) year terms, by either part giving the other at least 30 days prior written notice of their desire to renew and the other party's agreement with such renewal prior to the expiration date of the current term agreement.

Termination:

Mutual Agreement: The agreement may be terminated by mutual agreement at any time upon written concurrence of the parties.

Without Cause: Either party may terminate this agreement without cause with 30 days prior written notice. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given, unless completion would cause an undue financial burden on the Department or if the unit on which the student is assigned ceases to operate.

22. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Any litigation that arises out of this AGREEMENT as well as any and all subsequent litigation (regardless of the issues involved) shall be governed by the laws of the State of California. Additionally, venue shall be proper only in the State of California, Lake County.

23. In the event that any one provision of this AGREEMENT as applied to any of the parties, or to any specific circumstance, shall be adjudged by a court of competent jurisdiction to be void and unenforceable, then, in such event, the same shall in no way affect any other provision of this AGREEMENT, or the application of any such provision in any other circumstance, and/or the validity or enforceability of the AGREEMENT as a whole.

24. Each party hereby represents and warrants that it has authority to enter into this AGREEMENT, and to bind the party to the terms and conditions herein agreed to.

25. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but taken together shall constitute one and the same document, and shall become effective when signed by all the parties thereto.

26. This AGREEMENT shall be deemed to have been executed and delivered within the State of California, and the rights and obligations hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

27. This AGREEMENT, consisting of five (5) pages, is made and entered into effective as of July 1, 2017, in Clear Lake, California and is effective as of this date.

IN WITNESS WHEREOF, the parties hereto cause their representative to affix their signatures.

"SCHOOL"

Lorenzo Legaspi
Title: Vice Chancellor, Business Services

Date

"DEPARTMENT"

By: William Sapeta
Fire Chief

Date

Lake County Fire Department
14815 Olympic Drive
Clear Lake, CA 95422