

FIELD INTERNSHIP AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of September, 2018, by and between Chabot-Las Positas Community College District, a non-profit corporation, (hereafter TRAINING CENTER), and the City of Berkeley, a municipal corporation, through its Fire Department (hereafter the BERKELEY FIRE DEPARTMENT or CITY), who agree as follows:

This Agreement is made with reference to the following facts and objectives:

TRAINING CENTER and the BERKELEY FIRE DEPARTMENT acknowledge a commitment to contribute to the education of paramedic students for the benefit of the students and the community at large.

TRAINING CENTER has established a paramedic-training program, an essential field component of which is practice in the field.

The BERKELEY FIRE DEPARTMENT is an institution that provides valuable field practice experience for paramedic students.

THEREFORE, TRAINING CENTER and the BERKELEY FIRE DEPARTMENT mutually agree as follows:

I. DEFINITIONS

- A. "Faculty" means the person(s) engaged in planning for or providing instruction in the TRAINING CENTER'S paramedic training program.
- B. "Intern" means a student accepted into the BERKELEY FIRE DEPARTMENT'S field internship program.
- C. "Paramedic student" and "student" mean a person enrolled in the TRAINING CENTER'S paramedic training program.
- D. "Patient" means a person under the care of the BERKELEY FIRE DEPARTMENT.
- E. "Preceptor" means a BERKELEY FIRE DEPARTMENT employee assigned to supervise a student during his/her field internship.

II. RESPONSIBILITIES AND PRIVILEGES OF TRAINING CENTER

A. General

- 1. TRAINING CENTER shall be responsible for offering a paramedic training and education program according to regulations established by the State of California Emergency Medical Services Authority.
- 2. TRAINING CENTER shall provide the same quality of education in its paramedic program as it does in its other curriculum offerings.

3. TRAINING CENTER faculty and interns shall be responsible for learning and following the policies and procedures of the BERKELEY FIRE DEPARTMENT relating to field internships, as set forth in Attachment A. These policies and procedures are subject to change by the BERKELEY FIRE DEPARTMENT at anytime.

B. Clinical Instruction

1. TRAINING CENTER shall provide the necessary faculty to plan and coordinate the field experience for paramedic students. TRAINING CENTER'S faculty shall be responsible for monitoring paramedic students while assigned to the BERKELEY FIRE DEPARTMENT.
2. TRAINING CENTER shall follow the intern selection process established by the BERKELEY FIRE DEPARTMENT.
3. TRAINING CENTER shall be responsible for determining the final evaluative grade of an intern's performance after consultation with the intern's preceptor. TRAINING CENTER shall use only BERKELEY FIRE DEPARTMENT evaluation forms to evaluate field internship performance.
4. TRAINING CENTER is responsible for assuring the students assigned to the BERKELEY FIRE DEPARTMENT for field internship meet both TRAINING CENTER and BERKELEY FIRE DEPARTMENT standards of health and have the academic ability to profit from the experience.
5. TRAINING CENTER'S interns, during assignment to the BERKELEY FIRE DEPARTMENT, shall be under the direct supervision of the preceptor in matters relating to the welfare of a patient.

C. School Privileges

1. TRAINING CENTER shall be afforded the opportunity to schedule meetings at mutually agreed upon times with the BERKELEY FIRE DEPARTMENT staff and administrative level representatives for the purpose of interpretation, discussion, and evaluation of the paramedic-training program.

D. Status of Students

1. While in the field, interns shall at all times be under the direct supervision of the preceptor.
2. Interns are subject to the authority, policies, and regulations of TRAINING CENTER. They are also subject, during their field internship, to the authority, policies, and regulations of the BERKELEY FIRE DEPARTMENT. In the event of any conflict between the two entities' authority, policies, or regulations, those of the BERKELEY FIRE DEPARTMENT shall prevail.

3. Interns shall not be considered employees of the City of Berkeley.
4. Interns shall wear the required attire during their field internship, which is described in Attachment A hereto. A TRAINING CENTER nametag identifying the student shall be worn at all times.
5. Students shall obtain a Hepatitis B vaccination before beginning their field internship.

E. Education Opportunities for Berkeley Fire Department Staff

1. In consideration for the opportunity to provide field internships at the BERKELEY FIRE DEPARTMENT, TRAINING CENTER shall allow certain number of employees of the BERKELEY FIRE DEPARTMENT to attend without charge educational programs offered by TRAINING CENTER (including without limitation lectures, seminars and intubation labs). The specific educational programs and number of BERKELEY FIRE DEPARTMENT employees who will be allowed to attend shall be set forth in Attachment B to this Agreement. Nothing in this section shall be construed to prohibit employees of the BERKELEY FIRE DEPARTMENT from attending TRAINING CENTER'S educational programs upon payment of the fees charged to other attendees and for which said employees are otherwise eligible.

III. **RESPONSIBILITIES AND PRIVILEGES OF THE BERKELEY FIRE DEPARTMENT**

A. General

1. The BERKELEY FIRE DEPARTMENT will permit the faculty and students of TRAINING CENTER to use its patient care and patient service facilities for field education in accordance with procedures and protocols set forth in the policy manual of Alameda County Division of Emergency Medical Services.
2. The BERKELEY FIRE DEPARTMENT will accept students for field internship according to its established procedures.

B. Facilities and Supplies

1. The BERKELEY FIRE DEPARTMENT will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The BERKELEY FIRE DEPARTMENT will provide access to its sources of information for educational purposes, subject to the BERKELEY FIRE DEPARTMENT'S obligation to protect the privacy rights of patients. Such information shall include, without limitation:
 - a. Procedures, guides, policies, and manuals.
 - b. Standard field references such as medical dictionaries, diagnostic texts, pharmacology references, and standard references suitable for

the delivery of pre-hospital care.

C. Staff Participation

1. The BERKELEY FIRE DEPARTMENT will select preceptors for paramedic students during the field internship.
2. All preceptors will hold a current state certification as a paramedic and shall be approved by the Alameda County EMS District.
3. Preceptors will assist with the education and evaluation of paramedic students during the field internship.
4. Preceptors will remain employees of the BERKELEY FIRE DEPARTMENT and shall not be considered employees of the TRAINING CENTER.

D. Privileges

1. During the field internship, the BERKELEY FIRE DEPARTMENT may deny access to its facilities and records to any TRAINING CENTER faculty or student who fails to follow the procedures established by the BERKELEY FIRE DEPARTMENT as set forth in Attachment A.
2. The BERKELEY FIRE DEPARTMENT has the right to make final decisions as to patient care as it solely deems to be in the best interest of the patient. Such decision may include restricting the involvement of any intern therein.
3. The BERKELEY FIRE DEPARTMENT may, in its sole discretion, terminate a student's internship for any cause whatsoever.

IV. **INSURANCE AND INDEMNIFICATION**

A. CITY OF BERKELEY

1. Indemnification

- a. CITY OF BERKELEY, for itself and its successors and assignees, agrees to release, defend, indemnify and hold harmless, TRAINING CENTER its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions for personal injury or death or property damage arising out of or in any way connected with CITY OF BERKELEY'S negligence or willful misconduct in the performance of this Agreement by CITY OF BERKELEY or its officers, employees, students, partners, directors, subcontractors or agents.

2. Insurance

- a. The BERKELEY FIRE DEPARTMENT shall carry its usual comprehensive general liability policy covering its officers, agents, and employees.

B. Training Center

1. Indemnification

- a. TRAINING CENTER, for itself and its successors and assignees, agrees to release, defend, indemnify and hold harmless CITY, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions for personal injury or death or property damage arising out of or in any way connected with TRAINING CENTER'S negligence or willful misconduct in the performance of this Agreement by TRAINING CENTER or its officers, employees, students, partners, directors, subcontractors or agents.

2. Insurance

- a. TRAINING CENTER shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with minimum occurrence coverage in the amount of \$2,000,000.00. All insurance, except professional liability, shall name the CITY, its officers, agents, volunteers, and employees as additional insured and shall provide primary coverage with respect to the CITY.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Risk Manager; 2) be evidenced by the original Certificate of Insurance attached to the City's form endorsement or the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the Risk Manager.

- b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.
- c. Covering all employees and students participating in the internship program, TRAINING CENTER shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CITY. The workers' compensation insurance shall: 1) provide terms and conditions of said insurance except upon thirty (30) days written notice to the CITY'S Risk Manager; 2) provide for a waiver of any right

or subrogation against CITY to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Risk Manager.

- d. TRAINING CENTER shall forward all insurance documents to Emergency Medical Services Coordinator, Department of Fire and Emergency Services, 2100 Martin Luther King Jr. Way, Berkeley, CA 94704.

V. OTHER TERMS AND CONDITIONS

A. HIPAA

CITY is a hybrid entity with covered healthcare components pursuant to the Health Insurance Portability and Accountability Act of 1996 and all regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Laws"). The parties agree that:

1. TRAINING CENTER shall confirm that interns have received training regarding, and agrees to comply with HIPAA Privacy Laws and applicable California medical privacy laws.
2. Interns shall be considered part of the CITY'S workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be an employee of CITY.
3. Interns shall receive training by CITY regarding CITY'S internal privacy policies.
4. TRAINING CENTER shall never access or request to access any protected health information held or collected by or on behalf of CITY that has not first been de-identified as provided in 45 CFR §164.514(a).
5. TRAINING CENTER and CITY confirm that there are no services being provided to CITY by TRAINING CENTER pursuant to this agreement that create a "business associate" relationship as that term is defined in 45 CFR §160.103.

B. Duration of the Contract

1. This Agreement commences July 18, 2018 and shall continue until the Agreement is terminated. This Agreement may be terminated by either party without cause effective as of the end of any field internship upon 60 days' written notice. The BERKELEY FIRE

DEPARTMENT may terminate this Agreement with cause upon 15 days' written notice.

2. The administrative staff of TRAINING CENTER and BERKELEY FIRE DEPARTMENT shall review this Agreement annually.

C. Non-Discrimination

1. TRAINING CENTER hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Ch. 13.26 as amended from time to time. In the performance of this Agreement TRAINING CENTER agrees as follows:
2. TRAINING CENTER shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.
3. TRAINING CENTER shall permit the CITY access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the CITY, are necessary to monitor compliance with this non-discrimination provision. In addition, TRAINING CENTER shall fill-out, in a timely fashion, forms supplied by the CITY to monitor this non-discrimination provision.

D. Independent Contractor

For purposes of this Agreement and for the duration of this Agreement, TRAINING CENTER, and its agents, students and employees shall act in an independent capacity and not as employees of the CITY.

E. Nuclear Free Berkeley

TRAINING CENTER agrees to comply with B.M.C. Ch. 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

E. Governing Law

The laws of the State of California shall govern this Agreement.

F. Amendments

The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by CITY and TRAINING CENTER.

G. Entire Contract

1. The terms and conditions of this Agreement, all exhibits attached, and any documents expressly incorporated by reference represent the entire Agreement between the parties with respect to the subject matter of this Agreement.

This Agreement shall supersede any and all prior contracts, oral or written, regarding the subject matter between CITY and TRAINING CENTER. No other contract, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement.

2. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, CITY and TRAINING CENTER have executed this Agreement as of the date written on the first paragraph of this Agreement.

CITY OF BERKELEY

By: _____
CITY MANAGER

Registered by:

Pre-approved as to form:
CITY ATTORNEY
11/2013

CITY AUDITOR

Attest:

CITY CLERK

TRAINING CENTER
Las Positas College Paramedic Training Program

By: _____
SIGNATURE

By: _____
Ron Gerhard, Vice Chancellor, Business Services

ATTACHMENT A

GENERAL ORDER NO. 19

EMS SECTION

19.1 PRECEPTOR / INTERNSHIP PROCEDURES (Revised February 2001)

PURPOSE

The purpose of the Berkeley Fire Department Preceptor / Internship program is to provide paramedic students an opportunity to complete the internship portion of a paramedic program under the supervision of a designated field preceptor.

PRECEPTOR DESIGNATION

In order to gain status as a designated preceptor, active paramedics must complete the following process as identified in the Alameda County EMS Policy and General Order 19.1.

1. Achieve Level III status as a paramedic in Alameda County
2. Attend a Paramedic Preceptor Class or show proof of past Preceptor experience
3. Completes Alameda County Preceptor Application
4. Receives a recommendation from the Shift Paramedic Supervisor and Paramedic Program Supervisor
5. Receive approval from the Alameda County EMS Medical Director

INTERN SELECTION AND PLACEMENT

In order for an intern to be selected and placed with a Berkeley Fire Department preceptor, the intern must complete the following as dictated by this General Order.

1. The prospective intern's paramedic school must have a signed agreement on file with the EMS Division.
2. The prospective intern must complete a field internship application
3. The prospective preceptor(s) will arrange for an interview with the prospective intern prior to selection.
4. Once a prospective intern has been selected for placement, the preceptor shall contact the Berkeley Fire Department Intern Coordinator.
5. The Intern Coordinator shall notify the Paramedic Program Supervisor of the Intern's Name, Training Center, Civilian or Firefighter Status, projected start / stop dates, primary and secondary preceptors, assigned shift and station.

6. The Paramedic Program Supervisor will forward all information to the Operations Chief, Duty Chief, Station Commander, and Shift Paramedic Supervisor prior to intern placement.
7. The Paramedic Program Supervisor shall be responsible for issuing a bulletin notifying department personnel.

INTERN SELECTION AND PLACEMENT

8. The primary preceptor shall be responsible for notifying the Intern Coordinator that an intern has completed or terminated the internship.
9. The intern shall complete a preceptor evaluation form at the completion or termination of an internship. The preceptor evaluation form shall be submitted to the Intern Coordinator and Paramedic Program Supervisor.

PRECEPTOR DUTIES

1. BFD preceptors shall contact the selected intern with an orientation date and a projected start and completion date. During the orientation, the preceptors shall provide an expectation outline and ensure that the Preceptor / Intern Agreement is signed by all parties.
2. The preceptor shall arrange for the intern to meet the personnel on the affected shift, the shift paramedic supervisor, and the Paramedic Program Supervisor.
3. The preceptor shall arrange for the Intern's Training Center's Coordinator to ride along with the intern to monitor progress.
4. The preceptor shall complete a 5th, 10th, 15th, and final shift Performance Evaluation Report. The evaluation shall be shared with the intern. No other evaluation forms will be used to assess the intern. The preceptor will retain a copy for the BFD Intern Coordinator and preceptors. The original shall forward the original to the Training Center Coordinator.
5. The primary preceptor shall ensure that the intern shall only be allowed to ride along when either the primary or secondary preceptor is scheduled on an ALS transport unit or department designated ALS Non-Transport Units. The Operations Chief shall have final authority and determine on a case-by-case basis on which ALS Non-Transport Unit to utilize for paramedic internships.

OTHER POLICIES

1. Any unusual circumstances or issues shall be brought to the attention of the Duty Chief and Paramedic Program Supervisor immediately. An internship may be terminated at any time at the discretion of the Preceptor or Paramedic Program Supervisor.
2. The number of interns accepted for placement shall be limited to two per shift.
3. Internships may be placed on hold subject to the needs of the department. The needs of the department may include, but not limited to, new employee orientations or evaluations.

