THIS AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE is made between the Chabot-Las Positas Community College District, Las Positas College ("District") and Oak Valley Hospital District (the "Contractor") effective as of date of execution.

WHEREAS, District is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician-Paramedic and other, similar health care and pre-hospital providers ("Students");

WHEREAS, As a part of the licensing and/or certification requirements Students must complete a course of study including a field internship experience ("Field Internship Experience") by and through assignment to various mobile intensive care units operated by Contractor;

WHEREAS, Contractor is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport, and Contractor has agreed to assist District by providing a limited Field Internship Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Contractor's standards of service to its patients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

- 11. Commencement Date. This agreement shall become effective when signed by all of the parties ("Effective Date") and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of twenty-four (24) months from the Effective Date at which time a new agreement may be executed.
- 12. Termination. This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein. 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.

2. RIGHTS AND OBLIGATIONS OF DISTRICT.

21. District's Accreditation. District shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency

history / vaccination / immunization as set forth in paragraph 2.8 hereof. School will maintain the

Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. District's program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School resides and in which the program contemplated herein is to operate.

- 22. Approval by Licensing/Certifying Agency(ies). District shall secure from all relevant licensing/certifying agencies written approval for the Field Internship Experience program contemplated herein and shall maintain such approval throughout the course of the program. District shall provide Contractor with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Field Internship Experience program.
- Student Licensure/Certification. District shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provisional licensure/certification. District shall provide Contractor with a copy of the requisite licensure and or certification for any Student enrolling in the Field Internship Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise District and Contractor, in writing, that licensure/certification is not required and the Field Internship Experience program is approved under all applicable, or potentially applicable laws and regulations.
- 24 Approval by Doctor or Agency Having Medical Control. If applicable, District will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Field Internship Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. District will provide Contractor with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.
- 25. Records. District will keep and maintain accurate records for all Students participating in the Field Internship Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of

records for a period of at least four (4) years (or any greater period as may be

required by applicable) from the date Student completes, or ceases to participate in, the Field Internship Experience contemplated herein.

- 26. List of Participants, Qualifications, Objectives and Representations. District will notify Contractor at least thirty (30) days prior to the inception of a course of Field Internship Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Field Internship Experience. Inclusion by District of a Student's name on this list is School's representation that the Student possesses the necessary licensure/certification and immunizations to engage in the Field Internship Experience. The District shall comply with any requirements or procedures that Contractor requires regarding documentation to verify the Student's qualifications for the Field Internship Experience.
- 27. Contractor Rules and Regulations. District will use all reasonable efforts to cause Students to comply with Contractor's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Field Internship Experience, review patient confidentiality as well as the Contractor's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.
- 28. Pre-assignment Health Assessment. District will cause Student to complete a pre-assignment health assessment, at Student's or District's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. District provide proof of satisfactory completion/vaccination to Contractor upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is District's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- **29. OSHA Compliance**. Prior to allowing Student to enroll in the course of Field Internship

- Experience, District will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 210. Personal Protective Equipment. District shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Contractor prior to assignment to the Field Internship Experience. Such equipment may include: safety glasses, face shields and particulate respirators. District recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.
- 211. Assistance in Obtaining Signatures and Compliance. District recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Contractor in obtaining any necessary signatures and ensuring Student compliance with Contractor rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 212 Evaluation of Performance. District, in conjunction with Contractor personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 213. Minimum Age of Participants. District and Contractor will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is District's representation that Student is at least eighteen (18) years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

31. Release. Student will, prior to participating in the clinical experience, read, understand and sign a ride-along waiver releasing Contractor from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed, and on file with the District, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Contractor vehicle without having

signed the release. The release is attached hereto and made a part hereof as Exhibit A.

- 32 Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
 - Contractor Rules and Patient Confidentiality. Student shall comply with Contractor's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Contractor property, must meet all standards of appearance and conduct required by Contractor of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Contractor vehicle personal protective equipment and use such equipment when, as and where designated by Contractor personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of Contractor, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.
 - 34 Student Intern Agreement. Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Field Internship Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. CONTRACTOR RIGHTS AND OBLIGATIONS.

- 41. Contractor Rules. Contractor requires Students, while participating in the clinical program, on Contractor property, to meet all standards of appearance and conduct required by Contractor of its own employees. Contractor reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Contractor standards.
- 42 Student's Skill Level. Contractor reserves the right to discontinue Student's participation in the program should Contractor, in its sole discretion, determine that Student's skill level is

- substandard. Contractor will immediately advise of any such concerns or situations.
- 43. Orientation Program. Contractor may require Student to attend an orientation program designed to orient Student to Contractor's rules regulations and policies prior to beginning their Field Internship Experience. The details and procedures for the orientation program shall be in the Contractor's sole discretion.
- 44. Contractor's Control of Patient Care.

 Contractor reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Contractor will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow Contractor's instructions with respect to the provision of patient care.
- 45. Right to Control Participation. Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.
- **46. Student Evaluations**. Contractor will cooperate with District in performing evaluations of Student's Field Internship Experience.
- 47. Provision of Field Internship Experience.

 Contractor will provide a Field Internship Experience for the District's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the doctor or agency having medical control, if applicable. The number of Students that Contractor accepts into the Field Internship Experience shall be determined by mutual agreement between District and Contractor.

5. INDEMNIFICATION

51. The School shall defend, indemnify, and hold The Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or

omissions of The District, its officers, employees or agents.

The Contractor shall defend, indemnify, and hold The District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Contractor, its officers, employees or agents.

6. INSURANCE.

- 61. It is understood and agreed that the District is a self-insured public agency of the State of California. The District maintains self-insurance programs to fund its General Liability, Professional Liability, Motor Vehicle Liability and Worker's Compensation. Students shall be required to enroll/be covered in the District's Student Professional Liability program prior to beginning the clinical phase at CONTRACTOR.
- 62 Student Insurance. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with general and/or professional liability insurance with blanket policies. A certificate of insurance can be obtained upon request for Student Professional Liability. District recognizes that Students are NOT covered by Contractor's Workers Compensation Insurance or Self Insured Program.
- **63. Amount of Coverage Not a Limitation**. The amount of insurance required hereunder shall not limit School's liability nor relieve District of any obligation hereunder.
- 64. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Field Internship Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Field Internship Experience will occur.

7. NOTICES.

71. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Contractor:

Oak Valley Hospital District ATTN – Chief Executive Officer 350 South Oak Avenue Oakdale, CA 95361

If to District:

Chabot-Las Positas Community College District

Attn: Procurement and Contract Services 7600 Dublin Boulevard, 3rd Floor Dublin, CA 94568

8. FEES, COMPENSATION AND TUITION

81. Fees, Compensation, and Tuition. If applicable, any fees, compensation, and tuition that Contractor shall receive will be set forth in Exhibit B.

9. SCOPE OF FIELD INTERNSHIP EXPERIENCE

9.1. Scope of Field Internship Experience. The specific scope of the Field Internship Experience that the Contractor shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

Miscellaneous. This Agreement (including the Schedules and Exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the

laws of the State of the

principal office of the District, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

- **11.1. Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
- 112 Compliance Program and Code of Conduct.

 The Contractor acknowledges that District has made available to Contractor a copy of its Compliance Program and Code of Conduct. The District shall comply with any training requirements that may be legally imposed upon District by any applicable regulatory authority.

113. Non-Exclusion. Each party represents and certifies that it has not been convicted of any conduct identified on Exhibit D. Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Exhibit D or otherwise. Each party understands that if DHHS or OIG excludes it, or any of its employees who provide health care services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Chabot-Las Positas Community College District
By:
Print Name: Doug Roberts
Print Title: Vice Chancellor, Business Services
Oak Valley Hospital District
By:
Print Name:
D. C. Wild

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at District designed to enable Student to become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-Contractor health care provider. As part of the curriculum, Student has enrolled in the Field Internship Experience, which is offered through the District, with Contractor's assistance. The Field Internship Experience involves:

1) Student's performing acquired pre-hospital skills alongside Contractor's personnel; and, 2) accompanying and observing the Contractor's personnel providing emergency and non-emergency ambulance transport, care and related services..

Student has asked to participate in Field Internship Experience knowing that participation will require Student to accompany Contractor personnel in dangerous and potentially life- threatening situations. Student realizes that Contractor could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the Contractor from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Field Internship Experience; (iii) agree to read, understand and follow Contractor's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and (v) follow the instruction/direction of Contractor personnel with respect to patient care, demeanor, safety, use of personal protective devices, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Field Internship Experience. Student hereby represents that he or she

AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Contractor's agreement to provide the Field Internship Experience to Student, Student agrees to release and forever discharge Contractor and its agents, employees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Contractor's policies, procedures and work rules; (ii) follow Contractor's instruction and direction with respect to patient care, safety, and personal protection; and, abide by Contractor rules and direction. Student understands that failure to follow the Contractor's direction may result, in Contractor's sole discretion, in his/her expulsion from the Field Internship Experience program.

The District shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the District assures Contractor that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Contractor is that of a student being provided an educational experience by Contractor and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from Contractor for activities during the internship.

The Student will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Student acknowledges that School has made available to Student a copy of its Compliance Program and Code of Conduct. The Student shall comply with any training requirements that may be legally imposed upon District by any applicable regulatory authority.

The Student represents and certifies that he/she has not been convicted of any conduct identified on Attachment "A". The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Attachment "A" or otherwise. The Student understands that if DHHS or OIG excludes he/she from participation in Federal health care programs, he/she must notify the District and Contractor within 5 days of knowledge of such fact, and the Contractor may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Field Internship Experience Program.

I agree to all terms set forth above.

Dated:	
Signature of Student:	
Print Name:	

Attachment "A" Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

- (a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):
- (1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.
- (2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.
- (3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or

State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

- (4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offence consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.
- **(b) Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at http://www.hhs.gov/oig), and an overview of the exclusion regulations is attached hereto).

Exhibit B Fees, Compensation, and Tuition

Contractor's authorized Preceptors assigned to train and oversee a duly authorized Student of the District shall be reimbursed a Preceptor Fee by the School for the time and training given to the Student.

The Preceptor Fee shall be paid directly to the Contractor by the Student prior to the commencement of their internship ride time. The fee shall be paid to the Finance Department as a check or money order made out to Oak Valley District Hospital with a memo of Paramedic Internship and submitted with a completed Internship Form provided by the Contractor.

A Preceptor shall be paid by the Contractor through payroll at the completion of the internship ride time and shall be entitled to full or partial compensation for training under the following guidelines:

- 1. If a Preceptor dismisses a Student with or without cause or is unable to continue with training of that Student within the first 72 hours of scheduled training time no compensation for that Preceptor shall be paid.
- 2. After 160 hours of Preceptor training time, the Preceptor shall be entitled to 1/3 of the designated Preceptor Fee should the Student have to discontinue training with that Preceptor for any reason.
- 3. After 320 hours of Preceptor Training Time, the Preceptor shall be entitled to 2/3 of the designated Preceptor Fee should the Student have to discontinue training with that Preceptor for any reason.
- 4. After 480 hours of Preceptor Training Time the Preceptor shall be entitled to 100% of designated Preceptor Fee.
- 5. If the Preceptor makes a recommendation for an extension of the Students training time due to performance or the Student has not obtained enough patient contacts to successfully complete the training, no further compensation will be required to continue with that preceptor.
- In the event the Student's performance is substandard after the 480 hours of training or any agreed upon extensions, the Contractor shall inform the School and make recommendations regarding such performance.
- 7. The Contractor shall make a reasonable effort to reassign the Student to another of Contractor's Preceptors or make recommendation to the School for reassignment elsewhere anytime a Preceptor is unable to continue with training of a particular Student.
- 8. Any portion of the Preceptor Fee that a Preceptor is NOT entitled to shall be returned to the Student by the Contractor or reassigned to a new Preceptor if one is assigned.
- 9. Preceptors are required to complete evaluation documentation at specified intervals as determined by the School and at such hourly intervals as described in this exhibit.

The Preceptor Fee for the duration of this contract term shall be \$1500.00. There is a \$25 administration fee that shall be paid to the Contractor.

Exhibit C Scope of Field Internship Experience Field Internship Performance Standards

The following performance evaluation standards have been developed to help preceptors determine the most appropriate rating to be given in each evaluation category. Preceptors are <u>expected to utilize these standards</u> when completing the trainee's field internship evaluations. Trainees are expected to achieve a "3" rating in every rating factor on the final evaluation in order to be eligible for licensure.

EVALUATION	RATING 1	RATING 2	RATING 3	
FACTOR		OOFNE MANAGEMENT		
SCENE MANAGEMENT				
Safety & Work	Frequently fails to provide a sa	afe Inconsistently determines or	Consistently determines safety for	
Environment	and adequate work environme	ent. provides a safe and adequate	patient, self and team members and	
		work environment or slowly	ensures and adequate work	
		initiates appropriate measures.	environment in a timely manner.	
		Has to be reminded or cautioned		
		about potential hazards.		
Universal	Frequently fails to use	Inconsistently uses universal	Consistently uses universal	
Precautions	appropriate universal	precautions and personal	precautions and wears appropriate	
	precautions, personal protective	1 .	personal protective equipment	
	equipment or care for equipme		specific for patient condition. Cleans	
	appropriately.	Initiates care before applying protective equipment or needs	equipment in accordance with provider policy/procedures.	
		prompting to do so.	provider policy/procedures.	
Crowd Control	Frequently fails to take steps		Consistently initiates or delegates	
	control crowd or deal effective		appropriate crowd control and deals	
	with family and bystanders.	ineffectively with family and	effectively with family and	
	Escalates scene with	bystanders.	bystanders.	
	inappropriate language or	,	,	
	behavior, or fails to address			
	known or potential hazards.			
PATIENT ASSESSMENT				
Physical	Assessment is grossly	Assessment is disorganized causing	Consistently performs a thorough	
Examination	incomplete or disorganized	omission of key elements. Pertinent	exam with appropriate inquiry and	
	or life threats are not	questions or findings are omitted, or	inspection pertinent to the	
	corrected in the initial	superfluous questions cause assessment	patient's chief complaint. Findings	
	assessment.	or treatment to be delayed.	are accurate.	

	PATIEN	NT ASSESSMENT	
Assessment Interpretation	Frequently fails to determine a working diagnosis, or substantially misinterprets the patient's problem. Cannot formulate a working diagnosis for treatment.	Inconsistently or slowly determines a working diagnosis or substantially misinterprets the patient's problem.	Consistently interprets and correlates assessment information correctly.
Auscultation	Fails to listen to lung sounds at appropriate time in assessment or misinterprets lung sounds heard.	Inconsistent knowledge, practice or application of chest auscultation and breath sounds.	Consistently identifies breath sounds accurately. Adequate knowledge of chest auscultation.
Cardiac Rhythms	Fails to place patient or interpret rhythm on monitor, or misinterprets rhythm.	Inconsistently identifies rhythms in an accurate and timely manner.	Consistently identifies rhythms in an accurate and timely manner.
Patient Management	Frequently fails to develop and implement an appropriate plan of action.	Inconsistently or slowly develops or implements an appropriate plan of action or fails to anticipate base station orders.	Consistently develops and implements an appropriate plan of action.
Additional Assistance & Equipment	Frequently fails to recognize the need for additional assistance and/or equipment.	Inconsistently or slowly recognizes the need for additional assistance or equipment.	Consistently recognizes the need for and requests additional assistance or equipment in a timely manner.
Primary Assessment & Intervention	Frequently fails to perform an organized and complete primary assessment with 60 seconds or fails to intervene when life threats are discovered.	Inconsistently or slowly performs a complete and/or organized primary assessment. Does not intervene appropriately in a timely manner.	Consistently performs a complete and organized primary assessment with 60 seconds and intervenes appropriately in a timely manner.
Patient Response to Therapy	Frequently fails to assess patient response to therapy/interventions such as reassessment of vital signs or reactions to medications.	Requires prompting or reminders to reassess patient or response to treatments such as fluid infused, vital signs, or lung sounds after intubation.	Consistently assesses patient response to therapy/interventions.

INTERPERSONAL SKILLS			
Rapport with Patient, Family & Bystanders	Frequently fails /does not attempt to establish rapport with patient, family and/or bystanders. Is inconsiderate and disrespectful of others.	Inconsistently builds rapport with patient, family and/or bystanders. Inconsistently shows consideration and respect for others. Does not instill confidence in patients.	Consistently builds rapport with patient, family and bystanders. Show consideration and respect for others. Instills confidence in patients.
Communication with Team Members	Frequently fails to report pertinent information to team members.	Inconsistently reports pertinent information to team members or is timid, quiet, or rude.	Consistently communicates all pertinent information to team members and ensures the information has been received.
Radio Reports	Frequently fails to recognize the need to utilize medical control. Unable to manage time to provide patient care and give the radio report.	Inconsistently utilizes and recognizes medical control. Reports are disorganized and incomplete.	Consistently utilizes medical control appropriately. Reports are organized and complete.
Documentation	Frequently fails to complete patient care reports in an accurate, thorough and/or legible manner.	Inconsistently completes patient care, reports in an accurate, thorough and/or legible manner.	Consistently completes patient care reports in an accurate, thorough and legible manner.
Working Relationships with Team Members	Frequently fails to function as a member of the patient care team. Allows him or herself to be pushed out of the leadership position during patient assessment or treatment.	Inconsistently functions as a member of the patient care team. Does not recognize appropriate role on scene.	Consistently functions as a member of the patient care team in either a leadership or support role.
Leadership	Frequently fails to assume leadership role. Does not direct team members appropriately.	Needs prompting or encouragement to assume leadership role and direction of team members.	Consistently assumes leadership role and directs team members appropriately.
Professionalism	Frequently exhibits unprofessional conduct. Is rude, abrupt, out of uniform and or uses inappropriate language.	Requires coaching or reminders to exhibit a professional demeanor at all times.	Consistently exhibits a professional demeanor.
Openness to Feedback and Guidance	Frequently fails to accept feedback. Argues with others. Uses excuses to justify mistakes.	Inconsistently accepts feedback. Does not take necessary steps to change performance.	Consistently participates in evaluation of self. Accepts feedback and suggestions. Takes necessary steps to correct performance weaknesses.

	TREAT	MENT SKILLS	
Inventory Maintenance	Frequently fails to perform equipment inventory at the start of shift and does not resupply inventory.	Inconsistent in performing equipment inventory or resupplying per provider agency policy.	Consistently performs equipment inventory and resupplies all inventory per provider policy.
Equipment Operation	Frequently fails to use equipment in a safe manner. Does not educate him or herself on proper equipment usage.	Inconsistently demonstrates proper use of equipment. Frequently needs direction.	Consistently demonstrates the ability to use all equipment correctly.
Airway Management/Oxygen Therapy	Frequently fails to assure adequate delivery of oxygen to patient. Fails to utilize appropriate airway adjuncts and/or maintain patency of airway in a timely manner.	Inconsistently assures adequate of oxygen to patient and/or appropriate airway adjunct. Does not maintain airway patency in a timely manner.	Consistently assures adequacy delivery of oxygen to patient. Uses appropriate airway adjunct. Achieves or maintains patency of airway in a timely manner.
Advanced Airway Skills	Frequently fails to demonstrate correct use of advanced airways. Frequently fails to choose appropriate airway device.	Inconsistently demonstrates or recognizes need for use of advanced airways. Needs some guidance to complete the procedure or in choosing appropriate device.	Consistently demonstrates correct use of advanced airways in a timely and appropriate manner.
Pleural Decompression	Frequently fails to recognize signs/symptoms of tension pneumothorax. Fails to demonstrate appropriate procedure.	Inconsistently recognizes signs/symptoms of tension pneumothorax. Needs some guidance to complete procedure.	Consistently recognizes signs/symptoms of tension pneumothorax. Demonstrates correct procedure.
Defibrillation/Cardiovers ion	Frequently fails to demonstrate correct procedure and indications for use.	Aware of indications for use but needs some direction to perform procedure.	Consistently performs procedure correctly. Aware of indications for appropriate use.
Intravenous Access	Frequently fails to establish IV access due to improper technique.	Inconsistently establishes IV access. Needs some direction to complete the procedure.	Consistently uses proper techniques. Completes procedure in a timely manner.
Pneumatic Anti- Shock Garment	Frequently fails to perform procedure in a systematic and timely manner.	Inconsistently performs procedure in a systematic and timely manner.	Consistently performs procedure in a timely and competent manner.
Bandaging/Splinting	Frequently fails to apply appropriate and adequate bandages/splints in a systematic and timely manner. 'Ineffective technique or treatment causing potential harm to patient. Sometimes fails to initiate any treatment when indicated.	Inconsistently applies appropriate and adequate bandages/splints in a systematic and timely manner. Sometimes needs direction to complete tasks appropriately.	Consistently applies appropriate and adequate bandages/splints in a systematic, timely, and appropriate manner.

TREATMENT SKILLS			
Extrication/Patient Positioning	Frequently fails to initiate adequate extrication/patient positioning. Does not have sufficient control to protect the patient from injury.	Inconsistently initiates adequate extrication/patient positioning. Sometimes does not have sufficient control to protect patient from injury.	Consistently initiates and directs extrication/patient positioning in a manner that protects the patient from injury.
Spinal Immobilization	Frequently fails to initiate spinal immobilization when indicated. Does not know complete or correct procedure.	Inconsistently initiates spinal immobilization when indicated. Knows complete and correct procedure but sometimes needs direction. Is unable to direct other team members in proper immobilization techniques.	Consistently uses spinal immobilization when indicated and appropriate. Uses complete and correct procedure.
Drug Administration	Unfamiliar with drug administration procedures. Unable to calculate correct drug dosages.	Inconsistent knowledge of drug administration procedure. Unable to administer drugs in a timely manner.	Consistently administers drugs correctly and in a timely manner.
Drug Knowledge	Inadequate knowledge of indications, contraindications, adverse effects and dosages of drug therapy.	Inconsistent knowledge of indications, contraindications, adverse effects and dosages of drug therapy.	Consistent knowledge of indications. Contraindication, adverse effects and dosages of drug therapy.

Exhibit D

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

- (a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):
- (1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.
- (2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.
- (3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.
- (4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offence consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.
- **(b) Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at http://www.hhs.gov/oig), and an overview of the exclusion regulations is attached hereto).