

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the San Luis Ambulance Response company ("Company") and Las Positas College (the "School") set out on the signature page of this Agreement.

WHEREAS, School 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 clinical experience ("Clinical Experience") on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company's standards of service to its patients and clients.

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.

1.1. Commencement Date. This agreement shall become effective when signed by all of the parties 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 ("Effective Date") as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.

1.2. 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.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School's Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. School'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.

2.2. Approval by Licensing/Certifying Agency(ies).

School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program.

2.3. Student Licensure/Certification.

School 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. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations.

2.4. Approval by Doctor or Agency Having Medical Control.

If applicable, School 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 Clinical 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. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.

2.5. Records.

School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Students transcript, licensure or certification, temporary licensure or certification (if applicable), pre-assessment health record, and record of history / vaccination / immunization as set forth in paragraph 2.8 hereof. School will maintain the 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 Clinical Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations.

School will notify Company at

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- least thirty (30) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.
- 2.7. Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company'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 Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.
- 2.8. Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's or School'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. School will provide proof of satisfactory completion/vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9. OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School 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.
- 2.10. Personal Protective Equipment.** School 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 Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses, face shields and particulate respirators. School 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.
- 2.11. Assistance in Obtaining Signatures and Compliance.** School 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 Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 2.12. Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 2.13. Minimum Age of Participants.** School and Company 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 School's representation that Student is at least eighteen years of age.
- 3. STUDENT OBLIGATIONS AND REQUIREMENTS.**
- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Students participation in the Clinical Experience. This release of claims must be executed, and on file with the Company, 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 Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2. Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3. Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company 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 Company vehicle personal protective

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equipment and use such equipment when, as and where designated by Company personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of San Luis Ambulance Company, 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 US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

- 3.4. **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 Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

- 4.1. **Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.
- 4.2. **Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3. **Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.
- 4.4. **Company's Control of Patient Care.** Company reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Company 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 Company's instructions with respect to the provision of patient care.
- 4.5. **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.

- 4.6. **Student Evaluations.** Company will cooperate with School in performing evaluations of Student's clinical experience.

- 4.7. **Provision of Clinical Experience.** Company will provide a Clinical Experience for the School'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. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

- 5.1. **Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.2. **Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions brought by any Student, or their heirs, against company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.3. **Scope of Indemnification.** School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from all potential claims, actions, risks and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patients/clients of

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Company where it is alleged that Students participation adversely impacted a patient/client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

- 5.4. **Defense Obligation.** In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1. **Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience, working under this agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. School covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. **Endorsement for Student Activities.** School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.
- 6.3. **Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company

with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.

- 6.4. **Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. **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 Clinical 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 Clinical Experience will occur.

7. NOTICES.

- 7.1. 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 School:

**Chabot-Las Positas CCD
Ronald P. Gerhard, Chancellor, 7600
Dublin Boulevard, 3rd Floor Dublin,
CA 94568**

If to Company:

San Luis Ambulance
3546 South Higuera
San Luis Obispo, CA 93401

With Mandatory Copy to:

Legal Department
American Medical Response, Inc. 6363
S Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111

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8. Fees, Compensation and Tuition

8.1. Fees, Compensation and Tuition. Any fees, compensation and tuition that Company shall receive will be set forth in Exhibit B.

9. Scope of Clinical Experience

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules 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 School, 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.

11.2. Compliance Program and Code of Conduct.


San Luis Ambulance has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at San Luis Ambulance's web site, located at: www.https://sanluisambulance.info and the School acknowledges receipt of such documents. San Luis Ambulance warrants that its personnel shall comply with San Luis Ambulance's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). 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. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

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IN WITNESS WHEREOF, the parties have hereto executed this Agreement effective this 6th day of September, 2022.

San Luis Ambulance, San Luis Obispo County

By:  09/15/22
Kris Strommen, **Opreations Manager**

Chabot- Las Positas Community College District-Las Positas College

By: _____

Print Name: Ronald P. Gerhard

Print Title: Chancellor

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Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at Chabot-Las Positas Community College District, Las Positas College ("School") designed to enable Student become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-hospital health care provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves: 1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care and related services.

Student has asked to participate in Clinical Experience knowing that participation will require Student to accompany Company personnel in dangerous and potentially life threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the company 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 Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical 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 Company's agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company 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 Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and, abide by Company rules and direction. Student understands that failure to follow the Company's direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the School assures AMR 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 San Luis Ambulance is that of a student being provided an educational experience by San Luis Ambulance 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 San Luis Ambulance for activities during the internship.

San Luis Ambulance has made available to the Student a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at San Luis Ambulance's web site, located at: www.https://sanluisambulance.info and the Student acknowledges receipt of such documents. San Luis Ambulance warrants that its personnel shall comply with San Luis Ambulance's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "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 Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and the San Luis Ambulance may immediately terminate the Agreement.

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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 Clinical 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 offense 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>).

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Exhibit B Fees, Compensation and Tuition

Neither party to this agreement shall receive any fees, compensation, or tuition from the other party for the provision of any services pursuant to the terms hereof.

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

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PATIENT 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.
Chest 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.

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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.

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INTERPERSONAL SKILLS			
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.
TREATMENT 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.

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TREATMENT SKILLS			
Defibrillation/Cardioversion	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.
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.

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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 offense 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).