

AGREEMENT STUDENT UNPAID FIELD INTERNSHIP EXPERIENCE

THIS AGREEMENT is entered into by and between the (Name of School), hereinafter referred to as the "School," and the San Bernardino County Fire Protection District, hereinafter referred to as "County Fire."

WITNESSETH:

WHEREAS, the School has approved a (Name of Program) Program for the School and such program requires field internship experience and the use of County Fire's facilities for required learning experiences which may be obtained by participating in the (Name of Program) Program and providing services to and for County Fire in a manner which is mutually beneficial to students and County Fire; and

WHEREAS, (Name of Program) conducts training and instruction programs for students leading to (Name of certification and/or licensure) in the State of California.

WHEREAS, said training requires a (Number of Hours)-hour internship for students to obtain broader clinical learning experiences in a location providing primary 911 service and is an approved emergency medical services provider; and

WHEREAS, it is in the mutual interest and benefit of the parties hereto that students obtain their clinical experience at County Fire facilities.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. THE SCHOOL, SHALL:

- A. Designate the students who are enrolled in the (Name of Program) Program of the School to be assigned for field internship experience at County Fire in such numbers as are mutually agreed to by both parties.
- B. Advise County Fire in writing of the names of the students who are in the (Name of Program) Program.
- C. Ensure that students participating in Program are at least eighteen (18) years of age. Inclusion of a student's name on the list referenced in paragraph B is School's representation that student is at least eighteen (18) years of age.
- D. Establish the educational goals and objectives for the field internship experience by mutual agreement between County Fire's management and the School's (Name of Program) Program Field Coordinator or their duly authorized representative.
- E. In consultation and coordination with County Fire, plan for the field internship experience to be provided to students under this Agreement.

- F. In consultation and coordination with County Fire, arrange for periodic conferences between appropriate representatives of the School and County Fire to evaluate the field internship experience provided under this Agreement
- G. Develop and implement a mechanism for determining evaluation of the performance of students to include, where appropriate, input from County Fire.
- H. Designate a member of School's staff to provide coordination, oversight and direction of student's educational activities and assignments during the field internship experience with County Fire.
- I. Keep and maintain accurate records and reports for all students participating in the field internship experience. Records shall include the student's transcript, licensure/certification, pre-assignment health assessment record, and history of vaccination/immunizations.
- J. Be responsible for student professional activities and conduct while in County Fire.
- K. Provide and be responsible for the care and control of the School's education supplies, materials, and equipment used for instruction during said Program.
- L. Provide for the orientation of students and faculty assigned to County Fire.
- M. Provide each student with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
- N. Educate students regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
- O. Furnish each student with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. County Fire shall have the opportunity to review and comment on these materials.
- P. Require every student to conform to all applicable County Fire policies, procedures and guidelines, applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records, and all requirements and restrictions specified jointly by representatives of the School and County Fire. This includes all confidentiality requirements applicable to County Fire.
- Q. Require every student assigned to Program to have all required personal protective equipment, as is, or may be required by OSHA or other regulatory agency as required of County Fire prior to assignment to the field internship experience. Such personal protective equipment includes, but not limited to, safety goggles and an appropriate uniform. Failure to possess and use the required OSHA equipment will result in the student's dismissal from the Program.
- R. Maintain medical malpractice insurance for students during the field internship experience with County Fire.

Insurance – Without in any way affecting the indemnity herein provided for and in addition thereto, the School shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Worker's Compensation – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirement of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including student interns providing services on behalf of the District and all risks to such persons under this Agreement.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

Commercial/General Liability Insurance – This School shall carry General Liability Insurance covering all operations performed by or on behalf of the School providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the School is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the School owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming County Fire and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for County Fire to vicarious liability but shall allow coverage for County Fire to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Except for Errors and Omissions and Professional Liability, the School shall require the carriers of required coverages to waive all rights of subrogation against County Fire, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the School and School's employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against County Fire.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by County Fire.

Severability of Interests – The School agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the School and County Fire or between County Fire and any other insured or additional insured under the policy.

Proof of Coverage – The School shall furnish Certificates of Insurance to County Fire evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County Fire, and the School shall maintain such insurance from the time the School commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the School shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier- Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention –Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, County Fire has the right but not the obligation or duty to

cancel the contract or obtain insurance if it deems necessary and any premiums paid by County Fire will be promptly reimbursed by the School or County.

Insurance Review – Insurance requirements are subject to periodic review by County Fire. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County Fire. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County Fire, inflation, or any other item reasonably related to County Fire's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. The School agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County Fire to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County Fire.

With respect to applicable requirements of the Labor Code of the State of California, students shall be considered employees of the School.

- S. School agrees that County Fire is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any of the School's students, faculty, officers, employees, agents, or volunteers while said individuals are on the premises of County Fire performing any duty under the terms of this Agreement and School agrees to indemnify, defend and hold County Fire harmless with respect thereto as provided herein.

II. COUNTY FIRE SHALL:

- A. Permit each student who is designated by the School, pursuant to Paragraph I.A. above, to receive field internship experience at County Fire in the hereinafter listed type of training, and shall furnish and permit such students and instructors free access to appropriate facilities for such field internship experience:

Type of Training

Address of Training Facility

- B. Furnish appropriate field facilities, in such manner that there will be no conflict in the use thereof between the Program's students and students from other educational institutions, if any.

- C. Maintain adequate staff, equipment and facilities used for the field internship experience to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by the School and County Fire.
- D. County Fire will designate appropriate personnel to coordinate the student's field internship experience in the Program.
- E. County Fire will assign each student a preceptor with appropriate training and experience to supervise the student during each clinical assignment. The preceptor shall monitor the student's progress and evaluate the student at the end of each shift on forms provided by the Program.
- F. Designate, after consultation with School, a person to coordinate students' schedules and activities while working with County Fire. Such person shall be the Program Coordinator and shall act as liaison with School. The name of County Fire's Program Coordinator shall be provided to Program's Clinical Coordinator.
- G. Implement schedules for students in conjunction with the Clinical Coordinator and in accordance with School's educational goals and objectives. County Fire shall determine the number of students permitted to rotate through the field internship experience. County Fire must ensure that students are provided appropriate supervision. Students are not used to replace staff of County Fire and County Fire is ultimately responsible for patient care.
- H. Protect the health and safety of students on rotation with County Fire by providing each student with the following:
 - 1. A brief orientation of the clinical area where student will be working, and information about County Fire's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
 - 2. Instruction in County Fire's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in County Fire's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.
 - 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needlestick injury to or other exposure of student to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by School. Any costs incurred in the treatment of students shall be the sole responsibility of School and/or student.

4. Access to any of County Fire's applicable reference materials.
- I. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and Program requirements. County Fire shall notify School within five (5) days of receipt of notice that County Fire is not in compliance with any such laws, regulations, or Program requirements.
- J. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other School faculty and staff to evaluate student performance.
- K. With respect to any professional services performed by students under this Agreement, County Fire agrees to inform School and its Clinical Coordinator as follows:
 1. Immediately upon initiation of an investigation into the conduct of a student;
 2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a student; or
 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a student has been named or in which a settlement is being proposed on their behalf.
- L. When practical, permit County Fire's management or other designated personnel to attend meetings of the School's field faculty, or any committee thereof, to coordinate the field internship experience provided for under this Agreement.
- M. Have the right, after consultation with the School, to refuse to accept for further field internship experience any of the School's students who in County Fire's judgment are not participating satisfactorily in said Program.
- N. County Fire will recommend to the School the withdrawal of a student for reasons including, but not limited to: (a) the achievement, progress, or adjustment of the student does not warrant a continuation at County Fire, or (b) the behavior of the student fails to conform to the applicable regulations of County Fire.
- O. County Fire reserves the right, exercisable in its discretion after consultation with the School, to exclude any student from its facilities in the event that such person's conduct is deemed objectionable or detrimental, having in mind the proper administration of County Fire. County Fire does not require the School's authorization or approval to remove any of the School's students from County Fire's facilities.
- P. County Fire reserves the right to determine where, when and if a student may participate in the provision of care to its patients. County Fire will endeavor to utilize students 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 County Fire's instructions with respect to the provisions of patient care.

- Q. County Fire 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 County Fire or otherwise be inappropriate.

III. INDEMNIFICATION

School agrees to indemnify, defend (with counsel approved by County Fire) and hold harmless County Fire and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this Agreement.

County Fire agrees to indemnify and hold harmless School and its officers, employees, agents and volunteers from any and all claims, actions or losses, damages, and/or liability arising out of its obligations under this Agreement.

In the event School and/or County Fire is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, School and/or County Fire shall indemnify the other to the extent of its comparative fault.

IV. DISCRIMINATION – PROHIBITION.

The School and County Fire agree not to discriminate in the selection or acceptance of any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or Program policy.

V. TERM.

This Agreement shall become effective on [REDACTED], and shall remain in effect for three (3) years from the effective date.

VI. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated by either party after giving the other party thirty (30) days advance written notice of its intention to so terminate; provided further, however, that any such termination by County Fire shall not be effective, at the election of the School, as to any satisfactorily performing student who, at the date of mailing of said notice by the County Fire was satisfactorily participating in said Program, until such student has completed the Program for the then current academic quarter or semester.

Written notice, issued pursuant to this Paragraph V by County Fire, shall be sent by registered mail to the School faculty member in charge of the Program and a copy of said notice shall be sent to the undersigned School representative identified below.

Written notice to County Fire shall be sent by registered mail to the Fire Chief of County Fire.

VII. PATIENT RECORDS.

Any and all of County Fire's medical records and charts created at County Fire facilities as a result of performance under this Agreement shall be and shall remain the property of County Fire. Both during and after the term of this Agreement, the School shall be permitted to inspect and/or duplicate, at School's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

VIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall be the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

IX. ASSIGNMENTS.

Neither County Fire nor the School shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

X. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any righter hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. MODIFICATIONS AND AMENDMENTS.

This Agreement may at any time be altered, changed, or amended by mutual written consent of the authorized representatives of both parties.

XIII. USE OF NAME.

Neither party shall use the name of the other without the prior written consent of an authorized representative of the party.

XIV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed as follows:

SCHOOL:

[Redacted School Address]

COUNTY FIRE: San Bernardino County Fire Protection District
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415-0451
Attn: Fire Chief

XV. GOVERNING LAW

This Agreement is made and entered into the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XVI. ATTORNEYS' FEES AND COSTS

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

(Name of School)

(Print or type name of corporation, company, contractor, etc.)

► _____
_____, Fire Chief

Dated: _____

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____
