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# LOS MEDANOS COLLEGE

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November 2, 2023

Aaron Doyle  
Pre-Hospital Care Coordinator  
Contra Costa EMS  
777 Arnold Drive, Suite 110  
Martinez, CA 94553

RE: Response to Notice of EMT Program Non-Compliance and Demand for Corrective Action Plan

Dear Mr. Doyle,

In response to the notification that the Los Medanos College (LMC) EMT Program received from you and your agency on October 18, 2023, we have worked diligently to provide a response for each of the findings of non-compliance. For those deficiencies not fully addressed at the time of this correspondence, a corrective action plan has been implemented to ensure full compliance within sixty. (60) days of receipt of the notice. This was a joint, collaborative effort between the Program Director, Anthony Blakeley, the Dean of Instruction for CTE Programs and Workforce Development, Dennis Franco, and the Vice President of Instruction, Dr. A'kilah Moore. The EMT Program has gone to great lengths to not only address the concerns listed below, but also to bring a cohesive structure to the Program that will allow new employees to the Program to fully understand what is required when off-boarding and on-boarding new Program Directors/Clinical Coordinators, new Deans of Instruction, and any other staff who have the responsibility to not only ensure compliance with 22 California Code of Regulations (CCR), but ensure a quality Program that produces quality EMTs for Contra Costa County.

To date, we have installed measures to prevent further issues, particularly for new employees that come into the Program. To begin with, we created an EMT Program SharePoint site. The home page for this site contains links to the National Highway Traffic Safety Administration National Emergency Medical Services Education Standards, and to the California Emergency Medical Services Authority Regulations and Law Book webpage which contains links to the current version of the 22, CCR Division 9. It also contains a link to our Asana Project Management system which houses the reminders and deadlines for all pertinent regulatory information to be submitted to the audit folders contained on our SharePoint. The SharePoint site houses the documentation for the EMT staff credentials, newly created forms, an EMS Compliance Checklist developed by the Program using 22 CCR, Division 9 and the current audit process as a guide, and a series of audit files separated by year and by semester that mirrors the audit file structure provided by CCCEMSA. We have redesigned our quality assurance and improvement approach. We have also been working with the program coordinator for the regional joint venture (RJV) for public safety, a grant funded program hosted by the Bay Area Community College Consortium (BACCC) to commission a manual for new Deans of Public Safety which includes EMT program requirements.

Below are the specific responses to the deficiencies that you identified in our Program. When possible, we quoted the non-compliance letter from CCCEMSA as well as 22 CCR, Division 9. Note, the structure of the response letter is as follows. Findings excerpted from the letter on non-compliance are bolded and italicized. Sections excerpted from 22 CCR are italicized. Responses to the findings are in standard print.

#### A. EMT PROGRAM NON-COMPLIANCE

##### 1. Program Director Requirement

***The Program must always have a Program Director to maintain continuous program approval. (22 CCR § 100070, subd. (b).)***

*§ 100070. Teaching Staff.*

*(a) Each EMT training program shall provide for the functions of administrative direction, medical quality coordination, and actual program instruction. Nothing in this section precludes the same individual from being responsible for more than one of the following functions if so qualified by the provisions of this section:*

*(b) Each EMT training program shall have an approved program director who shall be qualified by education and experience with at least forty (40) hours of documented teaching methodology instruction in areas related to methods, materials, and evaluation of instruction.*

*(c) Duties of the program director, in coordination with the program clinical coordinator, shall include but not be limited to:*

*(1) Administering the training program.*

*(2) Approving course content.*

*(3) Approving all written examinations and the final skills examination.*

*(4) Coordinating all clinical and field activities related to the course.*

*(5) Approving the principal instructor(s) and teaching assistants.*

*(6) Signing all course completion records.*

*(7) Assuring that all aspects of the EMT training program are in compliance with this Chapter and other related laws.*

## Response to Finding 1

The College has employed a paramedic and former firefighter to administer the Program through our standard faculty hiring process. The Contra Costa Community College District's (CCCCD) hiring process for full-time faculty denotes a start date in August (actual start date depends on the year but new positions always start in August for full-time faculty hired for a fall start). Additionally, the new Program Director was not aware that changes in Program staff had to be made through the CCCEMSA website. CCCEMSA was notified on August 7, 2023, of the change via email but as was stated in the non-compliance, this was not sufficient. On October 18, 2023, the Program received the letter of non-compliance and learned that we had not followed the proper process to indicate a change in Program Director. After reviewing our submissions to the CCCEMSA electronic form, the Program realized that the application for new Program Director was started but not submitted. We have since submitted the request to change Program Director. As the Program has been given a timeline of thirty to sixty days to approve said request, the Program plans to be in compliance with this regulation by the end of the sixty-day window to achieve compliance. (see Attachment A) Given the challenges the Program has faced with the CCCEMSA electronic forms, as acknowledged by CCCEMSA staff, the Program hopes to have some understanding from CCCEMSA in this delay. The Program has noted in the newly created "EMT Compliance Checklist" that,

*"[i]mportant - when replacing current program director, clinical coordinator, and principal instructor, there CANNOT be a gap between the former and the incoming directors. When hiring full-time faculty, it is important to make sure to hire the new full-time faculty member as adjunct faculty and named as interim program director/clinical coordinator prior to the August start date to avoid gaps in directorship. Changes to program staffing, etc. must be made via CCCEMSA's online submission page at <https://cccems.imagetrendlicense.com/lms/public/portal#/login>."*

The documenting of this process will ensure that LMC maintains an unbroken line of succession in the directorship of the Program.

### 2. Clinical Coordinator

***The Program must always have a Clinical Coordinator to maintain continuous program approval. (22 CCR § 100070, subd. (b).)***

***Currently, Paul Cutino is designated as the Program's Clinical Coordinator. However, CCCEMSA understands that Gretchen Medel was functioning as the Program's Clinical Coordinator, and in that capacity, was solely responsible for the organization and management of the students' clinical experience. Ms. Medal holds only an EMT certificate. The Program must always have a Clinical***

***Coordinator that meets the minimum educational and experience requirements established by the regulations.***

***Additionally, the Program was unable to provide evidence that the Clinical Coordinator was overseeing the quality of medical content of the Program, or that the Clinical Coordinator was approving the qualification of the principal instructor(s) and teaching assistant(s) as required by 22 CCR § 100070, subdivision (d).***

*§ 100070. Teaching Staff. (It should be noted that while the letter of non-compliance indicates that the Clinical Coordinator requirements are found in subdivision (b), they are found in subdivision (d).)*

*(d) Each training program shall have an approved program clinical coordinator who shall be either a Physician, Registered Nurse, Physician Assistant, or a Paramedic currently licensed in California, and who shall have two (2) years of academic or clinical experience in emergency medicine or prehospital care in the last five (5) years. Duties of the program clinical coordinator shall include, but not be limited to:*

*(1) Responsibility for the overall quality of medical content of the program;*

*(2) Approval of the qualifications of the principal instructor(s) and teaching assistant(s).*

#### Response to Finding 2

The College has employed a paramedic and former firefighter not only as the Program Director, but also serving in the role of Clinical Coordinator, as is permissible under 22 CCR § 100070, subd. (a). The Program Director/Clinical Coordinator has rewritten the entire curriculum for the Basic EMT and added said curriculum to the EMT SharePoint for auditing purposes. The Program Director/Clinical Coordinator has also written a plan on how the Program is using the book and online platform for Emergency Care, 14<sup>th</sup> edition by Daniel Limmer. The Program Director/Clinical Coordinator has also submitted the necessary electronic forms seeking approval for current principal instructors as well as teaching assistants by verifying their qualifications for those roles. As the Program submitted a request via the CCEMSA online platform on October 10<sup>th</sup> for Mr. Rose and Ms. Medel to be principal instructors and we've been given a timeline of thirty to sixty days to approve said requests, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance. (see attachment B) We have also documented their qualifications, as stated, in our EMT Program SharePoint under a folder called EMT Staff Credentials and then folders for each individual named by their last name and then first name. The Program has noted in the "EMT Compliance Checklist" regarding the hiring of new program staff that,

*“[i]mportant, only the clinical coordinator can approve of curricular changes and approve the hiring of principal instructors and teaching assistants. Prior to submitting approval to CCCEMSA, applicants for principal instructors must complete the "Principal Instructor Hiring Form" and applicants for teaching assistants must complete the "Teaching Assistant Hiring Form". Then, approval must be obtained via CCCEMSA's online submission page at <https://cccems.imagetrendlicense.com/lms/public/portal#/login>”*

Ms. Medel was not acting as the clinical coordinator but was assisting the former Clinical Coordinator, Paul Cutino under his direction and supervision. Since the transition of the new Program Director/Clinical Coordinator, we have ensured that Ms. Medel is only responsible for assisting in administrative tasks associated with the Program under the direction and supervision provided by the current leadership. This includes the compilation of student records, working with ambulance companies on obtaining contracts for clinical experience, and other such duties all reviewed and approved by the Program Director/Clinical Coordinator.

Finally, the new Program Director/Clinical Coordinator has created a new approach to reviewing the medical content and overall quality of the Program including reviewing student success outcomes with all instructors and teaching assistants, evaluation sheets for students to rate their instruction and training, regular evaluations of Program faculty, review of deficits of student performance for future programmatic changes, regular review of curriculum in comparison to national, state, and local standards among other areas which will put us in compliance within the sixty day timeframe. The Program is committed to ensuring that all policies, procedures, practices, and quality control will be supervised and approved by the Program Director/Clinical Coordinator per 22 CCR § 100070 subd. (d).

### 3. Principal Instructor(s)

***The Program must always have an approved principal instructor to maintain continuous program approval. (22 CCR § 100070, subd. (d)(2)(e).) Any change in the Principal Instructor(s) must be reported to the Agency within 30 days of the change. (22 CCR § 100071, subd. (c).)***

***Mr. Cutino is the only approved principal instructor on file for the Program. In August 2023, Kevin Rose acted as a principal instructor. On October 10, 2023, after notification that Mr. Rose was not an approved principal instructor or teaching assistant, you applied on behalf of the Program to add Mr. Rose and Ms. Medel as principal instructors.***

§ 100070. Teaching Staff.

*(e) Each training program shall have a principal instructor(s), who may also be the program clinical coordinator or program director, who shall be qualified by education and experience with at least forty (40) hours of documented teaching methodology instruction in areas related to methods, materials, and evaluation of instruction and shall meet the following qualifications:*

*(1) Be a Physician, Registered Nurse, Physician Assistant, or Paramedic currently licensed in California; or,*

*(2) Be an Advanced EMT or EMT who is currently certified in California.*

*(3) Have at least two (2) years of academic or clinical experience in the practice of emergency medicine or prehospital care in the last five (5) years.*

*(4) Be approved by the program director in coordination with the program clinical coordinator as qualified to teach the topics to which s/he is assigned. All principal instructors from approved EMT Training Programs shall meet the minimum qualifications as specified in subsection (e) of this Section.*

*§ 100071. EMT Training Program Review and Reporting.*

*(c) Any person or agency conducting a training program shall notify the EMT approving authority in writing, in advance when possible, and in all cases within thirty (30) calendar days of any change in program director, program clinical coordinator, principal instructor, change of address, phone number, and contact person.*

### Response to Finding 3

Once the issue of not having approved Principal Instructors beyond Mr. Cutino was identified, the Program immediately moved to seek approval for instructors Anthony Blakeley, Kevin Rose, and Gretchen Medel (official requests made on October 10, 2023) on the CCCEMSA system. As the Program submitted the requests on these dates and we've been given a timeline of thirty to sixty days to approve said requests, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance (see Attachment B). Additionally, for future hires of principal instructors, the Program has created a Principal Instructor hiring form that lists the regulation applicable to the requirements for a principal instructor, the required documentation such as a resume, license, etc., signed attestation that the individual has read and understands the applicable chapters of 22 CCR, and signed approval of the Clinical Director (see Attachment C). The Program has noted in the "EMT Compliance Checklist" regarding the hiring of new principal instructors that,

*"[i]mportant, before any instructor can teach or substitute in the Basic EMT Academy, the clinical coordinator must verify their credentials pursuant to 22 CCR, section 100070, subd. (e). The credentials must be added to the EMT Program SharePoint under the folder "EMT Staff Credentials" and inserted into a subfolder denoted by last name and then first name. Finally, approval must be made via CCCEMSA's online submission page at <https://cccems.imagetrendlicense.com/lms/public/portal#/login>."*

The Program is committed to only using approved principal instructors who meet the requirements of 22 CCR, § 10007, subd. (e) and within the 30-day timeframe as indicated in 22 CCR, section 100071, subd. (c).

#### 4. Teaching Assistants

***Teaching assistants must be approved and supervised by the Program Director in coordination with the Clinical Director. Approved teaching assistants must be on file with the Agency. Additionally, the Program must maintain evidence of Program Director and Clinical Coordinator approval of its teaching assistants.***

***The Program was or is employing teaching assistants other than the individuals listed above to assist with both didactic and psychomotor instruction. Additionally, you informed me on August 29, 2023, that you did not know many of these individuals and/or they were not affiliated with the Program. The Program must maintain an accurate list on file of individuals whom it employs as teaching assistants. Moreover, the Program was unable to provide to CCCEMSA evidence that its teaching assistants met the minimum “experience” requirements or that they had been approved by the Program Director and its Clinical Coordinator.***

§ 100070. Teaching Staff.

*(f) Each training program may have teaching assistant(s) who shall be qualified by training and experience to assist with teaching of the course and shall be approved by the program director in coordination with the program clinical coordinator as qualified to assist in teaching the topics to which the assistant is to be assigned. A teaching assistant shall be supervised by a principal instructor, the program director and/or the program clinical coordinator.*

#### Response to Finding 4

As soon as the Program Director/Clinical Coordinator became aware of the issue regarding the current list of teaching assistants, submission of Carol Dooley’s credentials (the only other current TA besides Ms. Medel) was submitted on October 19, 2023. As the Program submitted the request for Ms. Dooley the day after this notice was received and we’ve been given a timeline of thirty to sixty days to approve said submission, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance. (see Attachment D) We are currently working on hiring additional TAs to ensure that when we are working with students, we maintain the proper 10:1 ratio. Similar to the approach taken for principal instructors, we are logging all credentials for our TAs into the EMT Program SharePoint folders. Additionally, for future hires of teaching assistants, the Program has created a Teaching Assistant hiring form that lists the regulation applicable to the requirements for a principal instructor, the required documentation such as a resume, license, etc., signed attestation that

the individual has read and understands the applicable chapters of 22 CCR, and signed approval of the Clinical Director (see Attachment E). We have also noted in the "EMT Compliance Checklist" that,

*"Important, while Title 22 doesn't quantify what is considered to be "qualified by training and experience" the EMT Program has determined that to be considered qualified by training and experience, one must possess a valid EMT license and have served as an EMT in the field for a minimum of six months. Applicants must complete the Teaching Assistant Hiring Form and the credentials for these applicants must be added to the EMT SharePoint under the folder "EMT Staff Credentials" and inserted into a subfolder denoted by last name and then first name. Finally, approval must be obtained via CCCEMSA's online submission page at <https://cccems.imagetrendlicense.com/lms/public/portal#/login>"*

The Program is committed to ensuring that no TAs are hired without their credentials being verified by the Program Director/Clinical Coordinator and that they are submitted to CCCEMSA for review per 22 CCR § 10007 subd. (f).

#### 5. Failure to Provide Evidence of Course Final Exam

***Before being issued an EMT course completion certificate, each student must successfully complete periodic and final written and skills competency examinations that include all skills covered by course content listed in 22 CCR §§ 100075, 100076.***

***On August 7, 2023, CCCEMSA initiated an audit of the Program and requested that the Program produce evidence that each student who was issued a course completion certificate was administered and passed a final course examination. On August 9, 2023, you emailed me and stated, "I have since spoken with Paul [Cutino] and he assures me that there was a final exam provided to all students. There was also a psychomotor exam to all students. This information will be provided in the documentation that will be sent out." Subsequently, you informed CCCEMSA that the Program was unable to provide CCCEMSA with any evidence that any student who received a course completion certificate from 2019 through September 2023 had taken a final course exam.***

***Regarding skills exams, the Program provided CCCEMSA with original NREMT final skills exams for its Program, however, the Program was unable to produce evidence that any student took intermittent skills exams as required by 22 CCR § 100075. Notably, some of the NREMT final skills exams provided to CCCEMSA were incomplete and omitted critical information (e.g., examiner and/or student name.)***

*§ 100075. Required Course Content (It should be noted that most of § 100075 discusses specific material to be taught in the Basic EMT course. The excerpts below are pertinent to testing as referenced in this finding as noted here.)*



*(A) Demonstrate knowledge of tactical casualty care.*

- 1. History of active shooter and domestic terrorism incidents.*
- 2. Define roles and responsibilities of first responders including Law Enforcement, Fire and EMS.*
- 3. Review of local active shooter policies.*
- 4. Scope of practice and authorized skills and procedures by level of training, certification, and licensure zone.*

*(2) Terminology and definitions.*

*(A) Demonstrate knowledge of terminology.*

- 1. Hot zone/warm zone/cold zone.*
- 2. Casualty collection point.*
- 3. Rescue task force.*
- 4. Cover/concealment.*

*(3) Coordination Command and Control.*

*(A) Demonstrate knowledge of Incident Command and how agencies are integrated into tactical operations.*

- 1. Demonstrate knowledge of team command, control and communication.*
  - a. Incident Command System (ICS) /National Incident Management System (NIMS)*
  - b. Mutual Aid considerations.*
  - c. Unified Command.*
  - d. Communications, including radio interoperability.*

*e. Command post.*

*i. Staging areas.*

*ii. Ingress/egress.*

*iii. Managing priorities.*

*(4) Tactical and Rescue Operations.*

*(A) Demonstrate knowledge of tactical and rescue operations.*

*1. Tactical Operations - Law Enforcement.*

*a. The priority is to mitigate the threat.*

*b. Contact Team.*

*c. Rescue Team.*

*2. Rescue Operations - Law Enforcement/EMS/Fire.*

*a. The priority is to provide life-saving interventions to injured parties.*

*b. Formation of Rescue Task Force (RTF).*

*c. Casualty collection points.*

*(5) Basic Tactical Casualty Care and Evacuation.*

*(A) Demonstrate appropriate casualty care at your scope of practice and certification.*

*1. Demonstrate knowledge of the components of the Individual First Aid Kit (IFAK) and/or medical kit.*

*a. Understand the priorities of Tactical Casualty Care as applied by zone.*

*(B) Demonstrate competency through practical testing of the following medical treatment skills:*

*1. Bleeding control.*

*a. Apply Tourniquet.*

*i. Self-Application.*

*ii. Application on others.*

*b. Apply Direct Pressure.*

*c. Apply Pressure Dressing.*

*d. Apply Hemostatic Dressing with Wound Packing, utilizing California EMSA-approved products.*

*2. Airway and Respiratory management.*

*a. Perform Chin Lift/Jaw Thrust Maneuver.*

*b. Recovery position.*

*c. Position of comfort.*

*d. Airway adjuncts.*

*3. Chest/torso wounds.*

*a. Apply Chest Seals vented preferred.*

*(C) Demonstrate competency in patient movement and evacuation.*

*1. Drags and lifts.*

*2. Carries.*

*(D) Demonstrate knowledge of local multi-casualty/mass casualty incident protocols.*

*1. Triage procedures (START or SALT).*

2. CCP - Triage, Treatment and Transport.

(6) Threat Assessment.

(A) Demonstrate knowledge in threat assessment.

1. Understand and demonstrate knowledge of situational awareness.

a. Pre-assessment of community risks and threats.

b. Pre-incident planning and coordination

c. Medical resources available.

§ 100076. Required Testing.

*Each component of an approved program shall include periodic and final competency-based examinations to test the knowledge and skills specified in this Chapter. Satisfactory performance in these written and skills examinations shall be demonstrated for successful completion of the course. Satisfactory performance shall be determined by preestablished standards, developed and/or approved by the EMT approving authority pursuant to Section 100066 of this Chapter.*

#### Response to Finding 5

After considerable attempts to retrieve individual student final examinations from previous semesters from the previous Program Director, the Program was only able to obtain grade books showing exam scores, not the exams themselves. The platform that the Program has submitted to CCCEMSA for approval *Platinum Educational Group: EMSTesting* has “questions directly from the National Registry Practice Analysis, Educational Standards, and the appropriate curricular objectives from the NHTSA Guidelines. (see Attachment F) All questions are developed and reviewed by educators, and content experts, as well our own medical director.” (<https://www.platinumed.com/emst/>) It provides both formative and summative tests and “Platinum Educational Group’s Final Comprehensive Exams are blueprinted to mid and higher-level Bloom questions as well as each subtest weighted to follow the National Registry blueprint.” (<https://www.platinumed.com/emst/>) With CCCEMSA approval, the Program will utilize this platform to administer both periodic as well as comprehensive written final exams for each Basic EMT course. Once those exams are completed, the student-specific exams will be exported from the platform and maintained in our audit files on the EMT Program SharePoint. More information on the Platinum EMS testing platform can be found on Attachment G. As the request for

approval of the testing platform was made on September 29, 2023 and that the Program was given a window of thirty to sixty days to approve said request, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance.

The Program is in the process of purchasing iPads along with Apple Pencils so that the principal instructor and teaching assistants can administer and grade intermittent as well as final skills examinations. In order to ensure that all fields are completed, an online form will be created requiring specific fields for completion. Those intermittent and final skills examinations will be exported and maintained in our audit files on the EMT SharePoint. With the addition of intermittent skills examinations and final skills examinations being deployed and electronically recorded, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance.

We have also noted in the “EMT Compliance Checklist” that,

*“Periodic written exams approved by CCCEMSA must be administered (exam records for each student must be maintained for four years)”*

*“Skills examinations used for periodic testing approved by CCCEMSA must be administered (exam records for each student must be maintained for four years)”*

*“Comprehensive final written examination approved by CCCEMSA must be administered (actual exam records for each student must be maintained for four years)”*

*“Comprehensive final skills competency examination approved by CCCEMSA must be administered (actual exam records for each student must be maintained for four years)”*

#### 6. Unauthorized Change in Final Exam

***The regulations require that the Program submit simultaneously to CCCEMSA the course final examination for review and approval with its application for EMT training program approval. (22 CCR § 100066, subd. (b)(5).)***

***Notwithstanding that the Program could not provide evidence that a course final examination was administered for its EMT courses from years 2019 through 2023, the Program informed CCCEMSA on September 29, 2023, that it was no longer using the written final examination that was approved by CCCEMSA in 2019; rather, the Program had transitioned to Platinum Education for its intermittent and final examinations.***

***CCCEMSA informed the Program that it did not have approval to change the content or modality of its final examination during an in-person meeting with you on September 29, 2023. The same day of this notification to the Program, the Program submitted an email request to CCCEMSA to use Platinum Education’s final examination for the Program’s intermittent exams and course final. The Program’s request to utilize Platinum Education’s exams is under review by CCCEMSA.***

§ 100066. Procedure for EMT Training Program Approval.

*(b) The EMT approving authority shall review and approve the following prior to approving an EMT training program:*

*(5) A final written examination.*

#### Response to Finding 6

As was stated in this finding, the comprehensive final exam administered through Platinum Education's platform was submitted on the same day we were informed that it was not the approved comprehensive final exam. We also submitted for approval the use of Platinum Education's platform for the periodic written exams. Copies of these exams have been placed on the EMT Program SharePoint which will allow the Program, in the future, to know exactly which exams are approved for use in the case of another Program Director transition. As the request for approval of the testing platform was made on September 29, 2023 and the Program was given a window of thirty to sixty days to approve said request, the Program expects to be in compliance with this regulation by the end of the sixty window to achieve compliance. Additionally, we have also noted in the "EMT Compliance Checklist" that,

*If there are ANY program changes including exam platform, types of exams, teaching assistants, principal instructors, change of address, phone number, and contact person, CCCEMSA should be notified prior to using the new change whenever possible. When in doubt, notify CCCEMSA.*

#### 7. Failure to Administer Intermittent Skills Examinations

***As discussed above, the Program must administer periodic and final skills competency that include all skills covered by course content listed in 22 CCR §§ 100075, 100076.***

***Although the Program submitted to CCCEMSA NREMT skills examinations for its students for the Program's courses from 2019 through 2023, the Program did not produce any evidence of intermittent skills examinations that included all skills covered by course content.***

*The Title 22 references for intermittent skills examinations are stated in finding 5 of this response letter.*

#### Response to Finding 7

As was stated in finding 5 of this response letter, the Program is in the process of purchasing iPads along with Apple Pencils so that the principal instructor and teaching assistants can administer and

grade intermittent as well as final skills examinations electronically. Those intermittent and final skills examinations will be exported and maintained in our audit files on the EMT SharePoint. Intermittent skills practices are done weekly, and intermittent skills examinations are also being conducted and will be in compliance by the end of the sixty-day window for meeting compliance. We have also noted in the “EMT Compliance Checklist” that,

*“Skills examinations used for periodic testing approved by CCCEMSA must be administered and conducted at least once per skill per semester (actual exam records for each student must be maintained for four years)”.*

#### 8. Unauthorized Changes to Program

***The Program was required to submit the information required by 22 CCR § 100066 to obtain Program approval. The Program must apply to CCCEMSA to amend or change any information in its initial program application, and the application must be approved prior to implementation of any changes. (22 CCR § 100066, subd. (b)(10).)***

*§ 100066. Procedure for EMT Training Program Approval. (It should be noted that 22 CCR 22 CCR § 100066, subd. (b)(10) refers to location and dates of the courses offered which doesn't seem to be in question therefore all of § 100066 is referenced below.)*

*(a) Eligible training programs may submit a written request for EMT program approval to an EMT approving authority.*

*(b) The EMT approving authority shall review and approve the following prior to approving an EMT training program:*

*(1) A statement verifying usage of the U.S. Department of Transportation (DOT) National EMS Education Standards (DOT HS 811 077A, January 2009).*

*(2) A statement verifying CPR training equivalent to the current American Heart Association's Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level is a prerequisite for admission to an EMT basic course.*

*(3) Samples of written and skills examinations used for periodic testing. (4)A final skills competency examination. (5)A final written examination.*

*(6) The name and qualifications of the program director, program clinical coordinator, and principal instructor(s).*

*(7) Provisions for clinical experience, as defined in Section 100068 of this Chapter.*

*(8) Provisions for course completion by challenge, including a challenge examination (if different from final examination).*

*(9) Provisions for a twenty-four (24) hour refresher course including subdivisions (1)-(6) above, required for recertification.*

*(A) A statement verifying usage of the United States Department of Transportation's EMT-Basic Refresher National Standard Curriculum, DOT HS 808 624, September 1996. The U.S. Department of Transportation's EMT-Basic Refresher National Standard Curriculum can be accessed through the U.S. Department of Transportation's website, <https://www.nhtsa.gov/people/injury/ems/pub/basicref.pdf>.*

*(10) The location at which the courses are to be offered and their proposed dates.*

*(11) Table of contents listing the required information listed in this subdivision, with corresponding page numbers.*

*(c) In addition to those items listed in subdivision*

*(b) of this Section, the Authority shall assure that a statewide public safety agency meets the following criteria in order to approve that agency as qualified to conduct a statewide EMT training program:*

*(1) Has a statewide role and responsibility in matters affecting public safety.*

*(2) Has a centralized authority over its EMT training program instruction which can correct any elements of the program found to be in conflict with this Chapter.*

*(3) Has a management structure which monitors all of its EMT training programs.*

*(4) Has designated a liaison to the Authority who shall respond to problems or conflicts identified in the operation of its EMT training program.*

*(5) In addition, these agencies shall meet the following additional requirements:*

*(A) Designate the principal instructor as a liaison to the EMT approving authority for the county in which the training is conducted; and*

*(B) Consult with the EMT approving authority for the county in which the training is located in developing the EMS System Orientation portion of the EMT course.*



*(d) The EMT approving authority shall make available to the Authority, upon request, any or all materials submitted pursuant to this Section by an approved EMT training program in order to allow the Authority to make the determination required by Section 1797.173 of the Health and Safety Code.*

#### Response to Finding 8

The Program understood that we were operating under program approval obtained from EMS Program Coordinator Brandon Rowley dated June 25, 2020 which indicated that the program was approved from June 1, 2020 until May 31, 2024. While 22 CCR § 100066 doesn't specifically state that the Program had to seek program re-approval at the change of Program Director, Program Clinical Coordinator, Principal Instructor, etc., 22 CCR § 100071 subd. (c) does state that "(c) Any person or agency conducting a training program shall notify the EMT approving authority in writing, in advance when possible, and in all cases within thirty (30) calendar days of any change in program director, program clinical coordinator, principal instructor, change of address, phone number, and contact person." With this in mind, and as indicated in findings 1, 2, 3, 4 and 6 of this response letter, moving forward, the Program will notify CCCEMSA, in writing by either email or the CCCEMSA online platform (depending on the type of change) of any changes called out in 22 CCR § 100071 subd. (c) as well as changes in teaching assistants, changes in testing platforms or the exams themselves, changes in our clinical experience contracts, and changes in course offerings should the Program decide to add cohorts in other terms or semesters in the future (such as the case of the development of an evening Basic EMT Academy). Given the information and attachments cited in findings 1, 2, 3, 4, and 6, the Program expects to be in compliance by the end of the sixty window to achieve compliance.

#### 9. Failure to Provide Evidence of Student Attendance Records for Required Course Hours

***Students must complete a minimum of 170 hours of instruction to complete the Program, in addition to completing the mandatory intermittent and final skills and didactic examination. (22 CCR § 100074 subd. (a).) CCCEMSA requested that the Program provide evidence of classroom attendance for each of its students for each class from 2019 through 2023. The Program informed CCCEMSA on October 14, 2023, that it had no attendance records to evidence that students completed the minimum 170-hours of classroom instruction.***

*§ 100074. EMT Training Program Required Course Hours.*

*(a)The EMT course shall consist of not less than one hundred seventy (170) hours. These training hours shall be divided into:*

*(1)A minimum of one hundred forty-six (146) hours of didactic instruction and skills laboratory; and*

*(2) A minimum of twenty-four (24) hours of supervised clinical experience. The clinical experience shall include a minimum of ten (10) documented patient contacts wherein a patient assessment and other EMT skills are performed and evaluated.*

*(A) High fidelity simulation, when available, may replace up to six (6) hours of supervised clinical experience and may replace up to three (3) documented patient contacts.*

#### Response to Finding 9

The current principal instructor and Program Director is taking roll each class period on an Excel spreadsheet to electronically document student training hours (see Attachment H). To tighten the hours requirement tracking even further, the Program is in the process of installing a computer in the classroom that will be loaded with a software program called SARS Trak that the College utilizes to track student attendance across multiple programs. This program will track both in and out times and will allow various kinds of reporting that can be utilized by the Program for tracking and auditing purposes. At the end of each semester, the Program will export this information to our audit files on the EMT Program SharePoint and will provide this information to CCCEMSA to verify that students have met the hours requirement. Given the current method employed by the principal instructor, we are currently in compliance with this finding and by the end of the sixty-day window for compliance, will have an even more fool-proof method of tracking attendance. We have also noted in the “EMT Compliance Checklist” that,

*“Students must login on the SARS computer located CC3-365 to indicate when they enter the class as well as when they leave the class. The total number of hours for each student must be entered into the "Course Completion Record" Excel spreadsheet for each semester to be stored on the EMT Program SharePoint audit files and sent to CCCEMSA within 15 days of the completion of the semester.”*

#### 10. Failure to Provide Course Completion Rosters

***The Program is to submit to CCCEMSA the name and address of each person receiving a course completion record and the date of course completion within 15 days of course completion. (22 CCR § 100070, subd. (d).)***

***CCCEMSA had not received course completion rosters for the program since 2020. In July 2023, CCCEMSA requested former Program Director Paul Cutino provide the course completion rosters for any courses held from 2020 through current. On July 7, 2023, Mr. Cutino provided CCCEMSA with course rosters for Spring 2021 through Spring 2023. The course rosters did not include all required information (i.e., the address for each of the students who received a course completion certificate.)***

*§ 100077. EMT Training Program Course Completion Record. (It should be noted that while the letter of non-compliance indicates that the deadlines and necessary content for course completion records are found in 22 CCR § 100070, subd. (d), however, they are found in 22 CCR § 100077, subd. (d).)*

*(d)The name and address of each person receiving a course completion record and the date of course completion shall be reported in writing to the appropriate EMT certifying authority within fifteen (15) days of course completion.*

#### Response to Finding 10

Moving forward, the Program will, at the completion of the semester, merge the final course roster into an Excel spreadsheet. From there, we will input the students' addresses, date of course completion, serial number for the course completion record, and number of hours completed. We will then provide this information by email to the Pre-Hospital Care Coordinator at CCCEMSA (unless we are informed of another preferred method of delivery). The Program will be in compliance with this regulation by the end of the sixty window to achieve compliance. We have also noted in the "EMT Compliance Checklist" that,

*"Using the final course roster, the Program Director/Principal Instructor, with the assistance of staff as needed, will run a SQL report with all the student addresses and export that report to Excel. Once completed, the following columns will be added and completed for each student: 1) date of course completion, 2) serial number that was affixed to the EMT Training Program Course Completion Record, and 3) the number of hours completed. This spreadsheet will then be emailed to the Pre-Hospital Care Coordinator assigned to the College no later than 15 days after the semester has ended and preferably when grades are due (3 working days after the end of the term/course). This spreadsheet will be kept in the EMT Program SharePoint audit files for a minimum of four years."*

#### 11. EMT Refresher Course Curriculum

***CCCEMSA requested that the Program provide the curriculum for its EMT refresher course. The Program informed CCCEMSA that the 24-hour EMT refresher course used the same curriculum as the 170-hour basic EMT course. CCCEMSA requested that the Program provide an explanation describing how the 24-hour EMT refresher course was taught with 170 hours of curriculum from the basic EMT course. The Program explained that the prior Program Director used excerpts from the 170 hours EMT curriculum for the EMT refresher. The Program was unable to provide documentation such as PowerPoints, lecture notes, or other materials that specified which topics were taught and for how many hours from basic EMT program's 170-hour course.***

*§ 100066. Procedure for EMT Training Program Approval.*

*(9) Provisions for a twenty-four (24) hour refresher course including subdivisions (1)-(6) above, required for recertification.*

#### Response to Finding 11

The Program Director has completely rewritten the course curriculum, course PowerPoints, and course exams for the 24-hour refresher course. This information has been submitted to CCCEMSA via the audit file link and has been stored on the EMT Program SharePoint audit files as well. Therefore, the Program will be in compliance within the sixty-day window for compliance. We have also noted in the “EMT Compliance Checklist” that,

*“Course curriculum for the 24-hour refresher course must be specific to the the 24 hours (not using the 170 required course content), with specific PowerPoints, exams, QI and QA for the course, and any other course artifacts. These items will be stored annually in the Spring semester audit files located on the EMT Program SharePoint.”*

#### 12. Clinical Experience for EMT

***Supervision for the EMT student clinical experience shall be provided by an individual who meets the qualifications of a principal instructor or teaching assistant. (22 CCR § 100068.) CCCEMSA requested that the Program provide evidence that each individual that provided either ambulance or hospital clinical supervision (i.e., the preceptor(s)) was/were qualified as either a principal instructor or teaching assistant.)***

***The Program was unable to provide CCCEMSA evidence that the individuals who supervised ambulance or hospital clinical assignments were properly credentialed. Moreover, the Program was also unable to provide evidence that it had evaluated the supervised EMT students’ clinical experience.***

***The Program has not provided CCCEMSA with copies of its current written agreements with the operational ambulance providers (Bay Medic Ambulance [agreement on file expired 05/2022], Royal Ambulance [agreement on file expired 10/2022], ProTransport-1 [agreement on file expired 12/2022]), general acute care hospitals, or rescue vehicle providers for the clinical portion of the EMT course that the Program is required to maintain for continuous program approval.***

*§ 100068. Clinical Experience for EMT.*

*Each approved EMT training program shall have written agreement(s) with one or more general acute care hospital(s) and/or operational ambulance provider(s) or rescue vehicle provider(s) for the clinical portion of the EMT training course. The written agreement(s) shall specify the roles and responsibilities of the training program and the clinical provider(s) for supplying the supervised clinical experience for*

*the EMT student(s). Supervision for the clinical experience shall be provided by an individual who meets the qualifications of a principal instructor or teaching assistant. No more than three (3) students will be assigned to one (1) qualified supervisor during the supervised clinical experience.*

### Response to Finding 12

The Program recognizes the need to ensure quality preceptorships and has put the following policies and procedures into place. First, the Program has created a policy that all teaching assistants, and therefore preceptors, must have a minimum of six-months experience as an EMT in the field. To ensure that preceptors meet this requirement, students will have their preceptors sign a Clinical Experience Verification form (Attachment I) stating that the preceptors meet that requirement and require them to report how long they've worked in the field as well as their license/certification number.

Second, the Program already updated our existing contracts (Attachment J and K) with our ambulance company partners to reflect the six-month experience requirement. Third, we plan on deploying a survey after each student reaches their minimum number of patient contacts in order to evaluate the clinical experience. This will ask the student to indicate, for each patient contact, which ambulance company they rode with, who their preceptor(s) were, their satisfaction of the experience they had on that patient contact, and what they learned in the process. These surveys will be reviewed by the Program Director at the end of each semester as part of the QI/QA process and will be utilized to inform further partnership with said ambulance companies and to evaluate the overall experience students had to make improvements, where necessary. These surveys will be exported to Excel format and stored in the audit files on the EMT Program SharePoint. We also have a Ride-Along Evaluation form completed by preceptors that we have been using, is not new, and is part of the student record (see Attachment L). The Program therefore meets compliance for this regulation. We have also noted in the "EMT Compliance Checklist" that,

*All preceptors must complete the Clinical Experience Verification form documenting that the preceptor(s) that they are riding along with have a minimum of six-months experience in the field. All clinical experience contracts from FA23 onward must have this language as part of the ambulance company responsibilities. After each student meets the minimum ten patience contacts, a survey will be given to them asking them to evaluate their experience during each patient contact including ambulance company/preceptor name, a Likert scale rating of their experience with said company/preceptor, and what they learned from the experience. The Program Director/Clinical Coordinator will review the results at the end of each semester for quality control and to make changes to partnerships and/or policies and procedures moving forward.*

### 13. Improper Issuance of Course Completion Records

**Course completion records may only be issued to students upon successful completion of all program requirements. (22 CCR § 100077, subd. (a).) Each component of an approved program shall include periodic and final competency-based examinations to test the knowledge and skills specified in this Chapter. Satisfactory performance in these written and skills examinations shall be demonstrated for successful completion of the course.**

**The Program issued course completion records for students from 2019 through 2023 for which the Program is unable to demonstrate that that student participated in, or satisfactorily performed, intermittent skills examinations. As discussed above, the Program has no record of any student competing a final written examination for the course. (22 CCR § 100076.)**

**Additionally, the Program has not demonstrated that its course completion records issued between 2019 and 2023 are tamper resistant. (22 CCR § 100070, subd. (a).) The Program affixed serial numbers to its course completion records, however, it did not maintain any master record to track or cross-reference the serial numbers with the student to whom the course completion record was issued.**

*§ 100077. EMT Training Program Course Completion Record. (It should be noted that the third paragraph of the letter of non-compliance indicates that the requirements for a tamper resistant course completion records are found in 22 CCR § 100070, subd. (a), however, they are found in 22 CCR § 100077, subd. (a).))*

*(a) An approved EMT training program provider shall issue a tamper resistant course completion record to each person who has successfully completed the EMT course, refresher course, or challenge examination.*

*§ 100076. Required Testing.*

*Each component of an approved program shall include periodic and final competency-based examinations to test the knowledge and skills specified in this Chapter. Satisfactory performance in these written and skills examinations shall be demonstrated for successful completion of the course. Satisfactory performance shall be determined by preestablished standards, developed and/or approved by the EMT approving authority pursuant to Section 100066 of this Chapter.*

### Response to Finding 13

As was stated in the response to finding 5, after considerable attempts to retrieve individual student final examinations from previous semesters from the previous Program Director, the Program was only able to obtain grade books showing exam scores, not the exams themselves. The platform that the Program has submitted to CCCEMSA for approval *Platinum Educational Group: EMSTesting*

provides both formative and summative tests and “Platinum Educational Group’s Final Comprehensive Exams are blueprinted to mid and higher-level Bloom questions as well as each subtest weighted to follow the National Registry blueprint.” With CCCEMSA approval, the Program will utilize this platform to administer both periodic as well as a comprehensive written final exam for each Basic EMT course. Once those exams are completed, they will be exported and maintained in our audit files on the EMT SharePoint.

Also previously stated, the Program is in the process of purchasing iPads along with Apple Pencils so that the principal instructor and teaching assistants can administer and grade intermittent as well as final skills examinations. Those intermittent and final skills examinations will be exported and maintained in our audit files on the EMT SharePoint. The Program will be in compliance with these regulations by the end of the sixty-day window for compliance. We have also noted in the “EMT Compliance Checklist” that,

*“Periodic written exams approved by CCCEMSA must be administered (exam records for each student must be maintained for four years)”*

*“Skills examinations used for periodic testing approved by CCCEMSA must be administered (exam records for each student must be maintained for four years)”*

*“Comprehensive final written examination approved by CCCEMSA must be administered (actual exam records for each student must be maintained for four years)”*

*“Comprehensive final skills competency examination approved by CCCEMSA must be administered (actual exam records for each student must be maintained for four years)”*

As was stated in finding 10 of this response letter, the Program will, at the completion of the semester, merge the final course roster into an Excel spreadsheet. From there, we will input the students’ addresses, date of course completion, serial number for the course completion record, and number of hours completed. We will then provide this information by email to the Pre-Hospital Care Coordinator at CCCEMSA (unless we are informed of another preferred method of delivery). The Program will be in compliance with this regulation by the end of the sixty-day window to achieve compliance. We have also noted in the “EMT Compliance Checklist” that,

*Using the final course roster, the Program Director/Principal Instructor, with the assistance of staff as needed, will run a SQL report with all the student addresses and export that report to Excel. Once completed, the following columns will be added and completed for each student: 1) date of course completion, 2) serial number that was affixed to the EMT Training Program Course Completion Record, and 3) the number of hours completed. This spreadsheet will then be emailed to the Pre-Hospital Care Coordinator assigned to the College no later than 15 days after the semester has ended and preferably when grades are due (3 working days after the end of*

*the term/course). This spreadsheet will be kept in the EMT Program SharePoint audit files for a minimum of four years.*

## Conclusion

The Program has worked diligently to respond to the letter of non-compliance and make immediate changes to our Program to meet the standards put forth by 22 CCR. We would like to thank CCCEMSA for their work on assisting the LMC EMT Program to be a quality program. We look forward to regular contact with CCCEMSA including inviting Pre-Hospital Care Coordinators to our regular advisory board meetings and invite CCCEMSA staff to visit the College at any time. We further look forward to our in person meeting later this month to clarify where the Program stands, provide additional details on our efforts, and seek input on the programmatic changes. Please let us know if you have questions or need further clarification. I can be reached by phone at 925-584-6805 or by e-mail at [ablakeley@losmedanos.edu](mailto:ablakeley@losmedanos.edu). Dean Franco can be reached by phone at 925-473-7410 or by e-mail at [dfranco@losmedanos.edu](mailto:dfranco@losmedanos.edu).

Respectfully,



Anthony Blakeley  
LMC EMT Program Director/Clinical Coordinator

Cc: Dr. Pamela Ralston, President, LMC  
Dr. A'kilah Moore, Interim Vice President of Instruction, LMC  
Dennis Franco, Dean of Instruction CTE/WFD, LMC  
Marshall Bennett, Director, CCCEMSA  
Brandon Rowley, EMS Prehospital Care Coordinator, CCCEMSA  
Christy Hollis, EMS Prehospital Care Coordinator, CCCEMSA  
Kim Lew, Division Chief, California Emergency Medical Services Authority  
Joshua J. Tilton, Sr. Stakeholder Program Manager, National Registry of EMTs

## Attachments:

Attachment A – Evidence of change to Program Director/Clinical Coordinator submission record  
Attachment B – Evidence of additions to Principal Instructor submission record  
Attachment C – Principal Instructor Hiring Form  
Attachment D – Evidence of additions to the Teaching Assistants submission record  
Attachment E – Teaching Assistant Hiring Form  
Attachment F – Evidence of email to CCCEMSA staff requesting change to testing platform



Attachment G – Information regarding Platinum Education EMSTesting platform  
Attachment H – Evidence for attendance taking using Excel spreadsheet  
Attachment I – Clinical Experience Verification Form  
Attachment J – Falcon Critical Care Transport/LMC Affiliation Agreement  
Attachment K – Bay Medic Ambulance Company/LMC Affiliation Agreement  
Attachment L – Ride Along Evaluation Form

## EMT Training Program

### Updates

Use this form to update contact information and personnel changes. Select the areas to be updated - additional tabs will open depending on the selections made.

**Be sure to include documentation showing compliance with State regulations for changes to the Program Director, Clinical Coordinator and Principal Instructor positions.**

Please contact the EMS Agency if you wish to make a name change to your Emergency Medical Technician training program or any other changes that are not available in this form.

#### \*Select area(s) to update:

- Program Contact Information
- Program Director Update
- Clinical Coordinator Update
- Principal Instructor Update
- Teaching Assistant Update

Attachment A

## Program Director

### State Regulations

§ 100070. Teaching Staff.

(a) Each EMT training program shall provide for the functions of administrative direction, medical quality coordination, and actual program instruction. Nothing in this section precludes the same individual from being responsible for more than one of the following functions if so qualified by the provisions of this section:

(b) Each EMT training program shall have an approved program director who shall be qualified by education and experience with at least forty (40) hours of documented teaching methodology instruction in areas related to methods, materials, and evaluation of instruction.

(c) Duties of the program director, in coordination with the program clinical coordinator, shall include but not be limited to:

(1) Administering the training program.

(2) Approving course content.

(3) Approving all written examinations and the final skills examination.

(4) Coordinating all clinical and field activities related to the course.

(5) Approving the principal instructor(s) and teaching assistants.

(6) Signing all course completion records.

(7) Assuring that all aspects of the EMT training program are in compliance with this Chapter and other related laws.

Program Director

**Click in the box below and begin typing the name of the applicant for EMT Training Program Director. Select the applicant's name when it appears.**

**If the applicant's name does not appear, they do not have a profile in the system and must create one in order for the application to be completed.**

#### \*Program Director

Blakeley, Anthony (none)

#### \*Position

- EMT Training Program Director

**\*Upload documentation of qualifications for Program Director as listed in § 100070(b) above.**

[A. Blakeley Credentials.zip](#)

Name

Document Type

## Clinical Coordinator

State Regulations  
§ 100070. Teaching Staff.

(a) Each EMT training program shall provide for the functions of administrative direction, medical quality coordination, and actual program instruction. Nothing in this section precludes the same individual from being responsible for more than one of the following functions if so qualified by the provisions of this section:

...

(d) Each training program shall have an approved program clinical coordinator who shall be either a Physician, Registered Nurse, Physician Assistant, or a Paramedic currently licensed in California, and who shall have two (2) years of academic or clinical experience in emergency medicine or prehospital care in the last five (5) years. Duties of the program clinical coordinator shall include, but not be limited to:

- (1) Responsibility for the overall quality of medical content of the program;
- (2) Approval of the qualifications of the principal instructor(s) and teaching assistant(s).

Clinical Coordinator

**Click in the box below and begin typing the name of the applicant for Clinical Coordinator. Select the applicant's name when it appears.**

**If the applicant's name does not appear, they do not have a profile in the system and must create one in order for the application to be completed.**

**\*Clinical Coordinator**

**\*Position**

EMT Training Program Clinical Coordinator

**\*Select appropriate license category**

- Physician
- Registered Nurse
- Physician Assistant
- Paramedic

**\*Upload documentation of qualifications for Clinical Director as listed in § 100070(d) above**

[A. Blakeley Credentials.zip](#)

Name

Document Type

## Signature/Submission

Certification

I hereby certify under penalty of perjury under the laws of the State of California that all information on this application and its attachments is true and

correct. I understand that any falsification or omission of material facts may cause forfeiture on my part of all rights to approval of an Emergency Medical Technician (EMT) training program. I understand all information on this application is subject to verification, and I hereby give my express permission for the Contra Costa County Emergency Medical Services Agency to contact any person or agency for information related to this application, and for any person, agency, firm, association, or employer to release any information requested by the Contra Costa County Emergency Medical Services Agency. I agree to hold the Contra Costa County Emergency Medical Services Agency and its employees, officers, and contractors harmless from any act or action resulting from the release of the information as stated above.

I hereby waive any requirement to receive notifications by United States mail and agree to receive all communications, including notices regarding the status of this Emergency Medical Technician training program, by electronic mail to the e-mail address provided in this application.

Signature

**\*Signed In [City/State]**

pittsburg, CA

**\*Signature**

Signed on Nov 2, 2023 10:49:48 AM by Anthony Blakeley

## EMT Training Program

### Updates

Use this form to update contact information and personnel changes. Select the areas to be updated - additional tabs will open depending on the selections made.

**Be sure to include documentation showing compliance with State regulations for changes to the Program Director, Clinical Coordinator and Principal Instructor positions.**

Please contact the EMS Agency if you wish to make a name change to your Emergency Medical Technician training program or any other changes that are not available in this form.

#### \*Select area(s) to update:

- Program Contact Information
- Program Director Update
- Clinical Coordinator Update
- Principal Instructor Update
- Teaching Assistant Update

## Attachment B

## Principal Instructor(s)

### State Regulations

§ 100070. Teaching Staff.

(a) Each EMT training program shall provide for the functions of administrative direction, medical quality coordination, and actual program instruction. Nothing in this section precludes the same individual from being responsible for more than one of the following functions if so qualified by the provisions of this section:

...

(e) Each training program shall have a principal instructor(s), who may also be the program clinical coordinator or program director, who shall be qualified by education and experience with at least forty (40) hours of documented teaching methodology instruction in areas related to methods, materials, and evaluation of instruction and shall meet the following qualifications:

- (1) Be a Physician, Registered Nurse, Physician Assistant, or Paramedic currently licensed in California; or,
- (2) Be an Advanced EMT or EMT who is currently certified in California.
- (3) Have at least two (2) years of academic or clinical experience in the practice of emergency medicine or prehospital care in the last five (5) years.
- (4) Be approved by the program director in coordination with the program clinical coordinator as qualified to teach the topics to which s/he is assigned. All principal instructors from approved EMT Training Programs shall meet the minimum qualifications as specified in subsection (e) of this Section.

### Principal Instructor(s)

**Click in the box below and begin typing the name of the applicant for Principal Instructor. Select the applicant's name when it appears.**

**If the applicant's name does not appear, they do not have a profile in the system and must create one in order for the application to be completed.**

Upload qualifications as separate files for each individual designated as a Principal Instructor

User	Position	License
<input checked="" type="checkbox"/> Rose, Kevin	EMT Training Program Principal Instructor	EMT
<input checked="" type="checkbox"/> Medel, Gretchen Anne (E001781)	EMT Training Program Principal Instructor	EMT

### Qualifications

- Upload documentation of qualifications for Principal Instructor as listed in § 100070(e) above.: [EMT State Card Aug 2022 - July 2024.pdf](#)
- Upload documentation of qualifications for Principal Instructor as listed in § 100070(e) above.: [AHA BLS CPR Instructor Card Full Size Jul 2022 - 2024 G. Medel.pdf](#)
- Upload documentation of qualifications for Principal Instructor as listed in § 100070(e) above.: [AHA BLS CPR Full Card G. Medel July 2022 - 2024.pdf](#)
- Upload documentation of qualifications for Principal Instructor as listed in § 100070(e) above.: [Gretchen Medel Resume for EMS Binder.doc](#)

## Signature/Submission

### Certification

I hereby certify under penalty of perjury under the laws of the State of California that all information on this application and its attachments is true and correct. I understand that any falsification or omission of material facts may cause forfeiture on my part of all rights to approval of an Emergency Medical Technician (EMT) training program. I understand all information on this application is subject to verification, and I hereby give my express permission for the Contra Costa County Emergency Medical Services Agency to contact any person or agency for information related to this application, and for any person, agency, firm, association, or employer to release any information requested by the Contra Costa County Emergency Medical Services Agency. I agree to hold the Contra Costa County Emergency Medical Services Agency and its employees, officers, and contractors harmless from any act or action

resulting from the release of the information as stated above.

I hereby waive any requirement to receive notifications by United States mail and agree to receive all communications, including notices regarding the status of this Emergency Medical Technician training program, by electronic mail to the e-mail address provided in this application.

Signature

**\*Signed In [City/State]**

Pittsburg

**\*Signature**

Signed on Oct 12, 2023 1:47:59 PM by Anthony Blakeley



## EMT Training Program

### Updates

Use this form to update contact information and personnel changes. Select the areas to be updated - additional tabs will open depending on the selections made.

**Be sure to include documentation showing compliance with State regulations for changes to the Program Director, Clinical Coordinator and Principal Instructor positions.**

Please contact the EMS Agency if you wish to make a name change to your Emergency Medical Technician training program or any other changes that are not available in this form.

#### \*Select area(s) to update:

- Program Contact Information
- Program Director Update
- Clinical Coordinator Update
- Principal Instructor Update
- Teaching Assistant Update

Attachment D

## Teaching Assistant(s)

### State Regulations

§ 100070. Teaching Staff.

(a) Each EMT training program shall provide for the functions of administrative direction, medical quality coordination, and actual program instruction. Nothing in this section precludes the same individual from being responsible for more than one of the following functions if so qualified by the provisions of this section:

...

(f) Each training program may have teaching assistant(s) who shall be qualified by training and experience to assist with teaching of the course and shall be approved by the program director in coordination with the program clinical coordinator as qualified to assist in teaching the topics to which the assistant is to be assigned. A teaching assistant shall be supervised by a principal instructor, the program director and/or the program clinical coordinator.

### Teaching Assistant(s)

**Click in the box below and begin typing the name of the applicant for Clinical Director. Select the applicant's name when it appears.**

**If the applicant's name does not appear, they do not have a profile in the system and must create one in order for the application to be completed.**

Upload separate files containing qualifications for each teaching assistant listed.

Teaching Assistant	License	Position
<input checked="" type="checkbox"/> Medel, Gretchen Anne (E001781)	EMT	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Dooley, Carolyn Ann (E092845)	EMT	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Toscano, Rylan Michael (E181566)	EMT	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Lupo, Toni-Ann (E166752)	EMT	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Romo Gonzalez, Nayeli (E146467)	EMT	EMT Training Program Teaching Assistant

## Signature/Submission

### Certification

I hereby certify under penalty of perjury under the laws of the State of California that all information on this application and its attachments is true and correct. I understand that any falsification or omission of material facts may cause forfeiture on my part of all rights to approval of an Emergency Medical Technician (EMT) training program. I understand all information on this application is subject to verification, and I hereby give my express permission for the Contra Costa County Emergency Medical Services Agency to contact any person or agency for information related to this application, and for any person, agency, firm, association, or employer to release any information requested by the Contra Costa County Emergency Medical Services Agency. I agree to hold the Contra Costa County Emergency Medical Services Agency and its employees, officers, and contractors harmless from any act or action resulting from the release of the information as stated above.

I hereby waive any requirement to receive notifications by United States mail and agree to receive all communications, including notices regarding the status of this Emergency Medical Technician training program, by electronic mail to the e-mail address provided in this application.

### Signature

\*Signed In [City/State]

antioch ca



\*Signature

Signed on Oct 29, 2023 4:35:45 PM by Anthony Blakeley

## Attachment F

Thursday, November 2, 2023 at 16:16:14 Pacific Daylight Time

---

**Subject:** Fw: LMC EMT Program - EMS Regulations/09-29-23 Meeting Follow-up  
**Date:** Thursday, November 2, 2023 at 9:09:28 AM Pacific Daylight Time  
**From:** Blakeley, Anthony  
**To:** Franco, Dennis  
**Category:** To me  
**Attachments:** image001.png

---

**From:** Blakeley, Anthony <[ablakeley@losmedanos.edu](mailto:ablakeley@losmedanos.edu)>  
**Sent:** Saturday, September 30, 2023 12:03 AM  
**To:** Aaron Doyle <[Aaron.Doyle@cchealth.org](mailto:Aaron.Doyle@cchealth.org)>  
**Subject:** Re: LMC EMT Program - EMS Regulations/09-29-23 Meeting Follow-up

Aaron I had a link sent to your email from Platinum ED. It lists you as the representative for the medical director. This will allow you to sign into the software platform for the EMS testing that we would like to use. In it you will find access to quizzes and a sample of a final. I have not vetted the final as of yet. But if this platform is acceptable and signed off on, I would create a final within this system for you to sign off on. Also, inside you can see examples of module exams that have been created. If you click on the exams that were created, you will find instructor answer sheets as well as the annotation for the answers provided. If you have any questions regarding the platform, please feel free to reach out. I will look on the county website for a change of curriculum form to see about making a formal request.

Also, I thank you for your time earlier today. It was very informative.

---

**From:** Aaron Doyle <[Aaron.Doyle@cchealth.org](mailto:Aaron.Doyle@cchealth.org)>  
**Sent:** Friday, September 29, 2023 1:50 PM  
**To:** Blakeley, Anthony <[ablakeley@losmedanos.edu](mailto:ablakeley@losmedanos.edu)>  
**Cc:** Franco, Dennis <[DFranco084@email.4cd.edu](mailto:DFranco084@email.4cd.edu)>; Marshall Bennett <[Marshall.Bennett@cchealth.org](mailto:Marshall.Bennett@cchealth.org)>  
**Subject:** LMC EMT Program - EMS Regulations/09-29-23 Meeting Follow-up



CAUTION: This email originated from outside our system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tony,

Thank you for meeting with me in person today and dropping off the clinical files for the LMC EMT program. During our meeting we reviewed some of the regulations for the EMT program and discussed the requirements for clinical time and supervision, as well as requirements for the contracts LMC has with the operational ambulance providers. For your convenience, I am providing a direct link to the regulations book we I used to review the regulations with you:

<https://emsa.ca.gov/wp-content/uploads/sites/71/2021/07/EMSA-Regulations-Book-2021.pdf>  
[\[emsa.ca.gov\]](https://emsa.ca.gov).

We also discussed the active teaching assistants and principal instructors on file with the EMS Agency. Below is a screenshot of the list of individuals who are authorized to be teaching assistants:

If the applicant's name does not appear, they do not have a profile in the system and must create one in order for the application to be completed.

Teaching Assistant	Position
<input checked="" type="checkbox"/> Kristen Cunningham (E122421)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Ronald Davis (E135493)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Devon Del Dosso (E112921)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Paul Cutino (93-279)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Jesse Gomez (E080289)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Gretchen Medel (E001781)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Heather Tapia (E115703)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Mark Trilevsky (P15871)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> William Tucker (E111706)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Dillan Wagner (E139161)	EMT Training Program Teaching Assistant
<input checked="" type="checkbox"/> Christopher Jones (E114426)	EMT Training Program Teaching Assistant

We also discussed that you are the only person authorized as a principal instructor who is authorized to teach the EMT course. If you wish to add additional principal instructors, please submit an application for program change update with the additional principal instructor and ensure that the principal instructor meets the minimum qualifications outlined in 22 CCR § 100070, and that there is documentation that the experience requirements have been met and verified by both the program director and the clinical director.

You mentioned that the program is currently using Platinum Education testing for the chapter tests and the final examination. Please know that the program is only authorized to use the final examination that was submitted with the original program application and approved by the EMS Agency. If the program wishes to use Platinum Education it will need to submit a formal request to use this software along with the sample tests and the actual final examination for EMS Agency approval. Please refer to 22 CCR § 100066(b)(3).

Thank you again for your time and the conversation today. If you have any questions, please do not hesitate to give me a call.

Regards,

Aaron Doyle, NREMT-P  
Prehospital Care Coordinator  
Ambulance & Training Programs  
Contra Costa County Emergency Medical Services Agency  
777 Arnold Drive, Suite 110  
Martinez, CA 94553  
[www.cccems.org](http://www.cccems.org)  
Phone: (925) 608-5454  
Office Fax: (925) 228-2492

## What Makes EMSTesting's content **Valid and Defendable?**

### Content Creation

Each question was originally created based on the National Registry's Job Practice Analysis and the National Curriculum. Those questions and newer test items have since been cross-referenced to the National Education Standards and latest practice analysis headings.\*

All available and commonly used textbooks and manuals were referenced. When a conflict occurred, common practice or the most appropriate response was used by consensus among the educator team and medical director. The gold standard reference for drug dosages and indications for Platinum has and remains to be the American Heart Association's guidelines and questions are updated with each AHA science change. Reading levels were assigned and we attempt to keep each question within 2 grades of the expected reading level for each provider. Questions were assigned a Bloom's level and estimated cut score. Each question includes annotations with rationales to explain why the correct answer is correct and why the good distracters are not correct.

All questions have been reviewed for cut scores once over 100 candidates have responded and are adjusted based on actual results and Nedelsky method of calculating cut scores.\*\*

\*The above guidelines are standards adopted in 2002 by our group's authors and continue to be our practice when making additions and modifications of test questions (items) to our software.

\*\*EMSTesting.com offers ready made final exams that are constructed using a predetermined blueprint which draws items from an entirely different question bank than our regular test building software. This process assures all of the items are new content for students taking their capstone summative evaluation at the end of a program. These tests also undergo the same development and scrutiny as our standard test questions do.

### Other Instruments for Success

Our admission and evaluation testing assesses baseline reading levels and math abilities based on the curriculum. The site identifies learning preference and student motivation along with strategies how to utilize the data. In addition, a test anxiety assessment is offered, which automatically launches a tutorial to help them overcome this if present. This is included and preloaded on the student's dashboard for educators to implement.

Also available on the bottom of the student landing page are video tutorials on "How to take a test", "How to study", and "How to read a textbook".

### Item Analysis Guidelines

On or around the fifteenth of each month Platinum educators review a report of our Computer Adaptive Testing (EMSCAT) outcomes. As of June 2016, we have had over 34 million responses to our 4,800 question bank which aids us in our validation process. \*\*\*

In addition to the raw data analysis from the adaptive and computer based testing experiences, there are numerous channels for instructors and students to provide feedback during exams and test building to the authors of the items. Of these submissions, each are individually reviewed and if appropriate, acted on.

Item	Date	Previous Cut Score	Current Cut Score	Discrimination	Answer	A	B	C	D	Total
1787	5/8/16	0.484686397	0.482211899	0.1811	A	28773	8577	275	21029	58711

\*\*\*Test items have been answers over 80 million times combined in the computer based and computer adaptive environment.

### Test Evaluation & Feedback

The results you receive if you use the full version of EMSTesting online and students take tests online are:

- ✓ A KR20 Reliability if over 4 students have participate.
- ✓ The class average for the test-both raw score and cut score.
- ✓ The Registry, Educational Standard, and National Curricular reference for each question if applicable (not all questions have representation in all three categories).
- ✓ The National Difficulty and Discrimination.
- ✓ Item Pvalue and Point Biserial score.
- ✓ The breakdown of responses for each question.
- ✓ The number of responses from the students for questions they would like to discuss in class.
- ✓ The student reported confidence level and success rate.

Student outcome pages when enabled will show:

- ✓ Results for each student (which are available for the student & instructor).
- ✓ Individual student start and end times.
- ✓ Performance by reading level.
- ✓ Results by cut score.
- ✓ Outcome by Bloom's level.
- ✓ Ratings by National Registry Reference.
- ✓ Scores by Educational Standard.
- ✓ Performance by National Objective.
- ✓ An opportunity for students to review each question with annotation.



Clinical Experience Verification

The Los Medanos College EMT Program requires that ride-along preceptors have a minimum of six months of field experience (EMT or paramedic). If neither crew member meets this requirement, please **do not** have the student complete the shift as it will not be counted toward their total required for course completion.

Thank you for your time and dedication to the success of our students!

Anthony Blakeley | Director  
Los Medanos College EMT Program  
ablakeley@losmedanos.edu

Student Information

Name: \_\_\_\_\_ Student ID: \_\_\_\_\_

Shift date: \_\_\_\_\_ Time in: \_\_\_\_\_ Time out: \_\_\_\_\_ Patient contacts: \_\_\_\_\_

Crew Information

Department/Company: \_\_\_\_\_

Crew Member 1

Name: \_\_\_\_\_ EMT / Paramedic (circle one)

Signature: \_\_\_\_\_

License/Certification Number: \_\_\_\_\_ Experience: \_\_\_\_\_ years

Crew Member 2

Name: \_\_\_\_\_ EMT / Paramedic (circle one)

Signature: \_\_\_\_\_

License/Certification Number: \_\_\_\_\_ Experience: \_\_\_\_\_ years



**THIS AFFILIATION AGREEMENT** is made between Falcon Critical Care Transport and Los Medanos 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 thirty six (36) months from the effective date 08/01/22 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 the 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 Student’s transcript, licensure or certification, temporary license 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, Qualification, Objectives and Representations.** School will notify Company at least thirty (30) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each

## AFFILIATION AGREEMENT

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 immunization, 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 evaluation 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 Student's 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 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 Falcon Critical Care Transport, as well as any information regarding the students and their



## AFFILIATION AGREEMENT

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 standard.
- 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. Company will ensure that all preceptors will have a minimum of six months experience in patient care (effective 10/31/23)

### 5. INDEMNIFICATION

- 5.1 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, suite, 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.
- 5.2 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 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.
- 5.3 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

## AFFILIATION AGREEMENT

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

Nikki Moultrie  
Dean of CTE & Social Sciences  
Los Medanos College  
2700 East Leland Road  
Pittsburg, CA 94565  
(925)439-2181

If to Company:

Falcon Critical Care Transport  
Address  
Website

Contact Name: Jessica Perri  
Talent Acquisition Manager

Street Address: 3508 San Pablo Dam Rd.  
El Sobrante, CA 94803  
City, State, Zip Code  
Phone number: 510-902-9509  
With Mandatory Copy to:

### 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.** 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 unreasonable 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

## AFFILIATION AGREEMENT

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 counterpart (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.

Compliance Program and Code of Conduct. has Falcon Critical Care Transport 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 Falck's web site, located at: [www.falck.com](http://www.falck.com), and the School acknowledges receipt of such documents. Falcon Critical Care Transport warrants that its personnel shall comply with Falcon Critical Care Transport compliance policies, including training related to the Anti-kickback Statute

- 11.2** 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 1)F11-1S/010 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.

**AFFILIATION AGREEMENT**

IN WITNESS WHEREOF, the parties have hereto executed this Agreement effective this twenty-sixth day of May 2022;

Falcon Critical Care Transport

By: Jessica Perri  
(Signature)

Print Name: Jessica Perri

Print Title: Talent Acquisition Manager

Date: 10/31/2023

Los Medanos College

By: Amy Sterry  
Amy Sterry (Nov 1, 2023 10:13 PDT)  
(Signature)

Print Name: Amy Sterry

Print Title: Director of Purchasing

Date: Nov 1, 2023

# AFFILIATION AGREEMENT

## Exhibit A Student intern Agreement and Release

Student is enrolled in a course of study at Los Medanos 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 **COMPANY NAME** 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 **COMPANY NAME** is that of a student being provided an educational experience by **COMPANY NAME** 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 **COMPANY NAME** for activities during the internship.

**COMPANY NAME** 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 **COMPANY NAME**'s web site, located at: [www.Company\\_Name.net](http://www.Company_Name.net) and the Student acknowledges receipt of such documents. **COMPANY NAME** warrants that its personnel shall comply with **COMPANY NAME**'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 **COMPANY NAME** 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.

## AFFILIATION AGREEMENT

*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 an Federal health care program (as defined in section 1320a-7b(1) 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 LISC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

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

**AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** is made between Bay Medic Ambulance and Los Medanos 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 thirty six (36) months from the effective date 5/01/2022 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 the 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 Student's transcript, licensure or certification, temporary license 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



## AFFILIATION AGREEMENT

ceases to participate in, the Clinical Experience contemplated herein.

**2.6 List of Participants, Qualification, Objectives and Representations.** School will notify Company at 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 immunization, 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 evaluation 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 Student's 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.



## AFFILIATION AGREEMENT

**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 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 Bay Medic Ambulance, 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 standard.

**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. Company will ensure that all preceptors will have a minimum of six months experience in patient care (effective 10/31/23).

### 5. INDEMNIFICATION

**5.1 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.

## AFFILIATION AGREEMENT

- 5.2 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 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.
- 5.3 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:

Contact Name:  
Los Medanos College  
2700 East Leland Road  
Pittsburg, CA 94565  
(925)439-2181

If to Company:

## AFFILIATION AGREEMENT

Bay Medic Ambulance  
959 Detroit Avenue  
Concord, CA 94518  
www.baymedic.com

Contact Name: Nesar Abdiani  
(925)383-0111  
nesar@baymedic.com

### 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.** 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 unreasonable 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,

Compliance Program and Code of Conduct, has Bay Medic Ambulance made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as

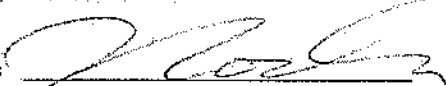
may be changed from time-to-time, at Bay Medic's web site, located at: [www.baymedic.com](http://www.baymedic.com), and the School acknowledges receipt of such documents. Bay Medic Ambulance warrants that its personnel shall comply with Bay Medic Ambulance compliance policies, including training related to the Anti-kickback Statute

**11.2 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 42 CFR 101.15/010 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.

# AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have hereto executed this Agreement effective this twenty-sixth day of May 2022;

Bay Medic Ambulance

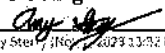
By:   
(Signature)

Print Name: Nesar Abdian

Print Title: C.E.O.

Date: \_\_\_\_\_

Los Medanos College

By:   
Amy Sterry (Nov 2, 2023 11:32 PM)  
(Signature)

Print Name: Amy Sterry

Print Title: Director of Purchasing

Date: Nov 2, 2023

# AFFILIATION AGREEMENT

## Exhibit A

### Student Intern Agreement and Release

Student is enrolled in a course of study at Los Medanos 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 Bay Medic Ambulance 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 Bay Medic Ambulance is that of a student being provided an educational experience by Bay Medic 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 Bay Medic Ambulance for activities during the internship.

Bay Medic 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 Bay Medic Ambulance's web site, located at: [www.baymedic.com](http://www.baymedic.com) and the Student acknowledges receipt of such documents. Bay Medic Ambulance warrants that its personnel shall comply with Bay Medic Ambulance 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 that Bay Medic Ambulance 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.

2022-2025  
Bay Medic Ambulance  
Affiliation Agreement  
Confidential and Proprietary

## AFFILIATION AGREEMENT

*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 an Federal health care program (as defined in section 1320a-7b(1) 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 DIMS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oip>), and an overview of the exclusion regulations is attached hereto).

## Attachment L

### LOS MEDANOS COLLEGE EMT PROGRAM

#### Ride-Along Evaluation

(To be completed by one of the agency's representatives)

Name: \_\_\_\_\_ Day/Night Semester: \_\_\_\_\_

Date of Ride-Along: \_\_\_\_\_ Shift: \_\_\_\_\_ to \_\_\_\_\_

Unit/Engine #: \_\_\_\_\_ Number of Calls: \_\_\_\_\_ Total Ride Along Hours: \_\_\_\_\_

**Note to Agency EMT/Rep:** *Thank you for taking the time to complete this evaluation of the EMT student. This assists us in ensuring professionalism of our students during their clinical hours. Although their experience is observational, we encourage you to assign the student tasks within his or her ability (vital signs, assistance with patient assessment, etc.), at your discretion. If you have any questions, concerns, or comments, please do not hesitate to contact me at any time.*

**LMC Fire/EMS Instructional Lab Coordinator, Gretchen Medel (925)473-7751**

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#### Evaluation of EMT Student:

**Was the student on-time and prepared?** Yes No

**Was the student in the appropriate uniform?** Yes No

Navy or black work pants, white student shirt (tucked in at all times)

Navy or black belt, black shoes, ID badge, watch; stethoscope, blood pressure cuff

**Was the student appropriately groomed?** Yes No

Uniforms clean and neat; hair tied back if needed

All males clean shaven with no facial hair below the lip line

**Was the student eager to participate and learn?** Yes No

Evaluator Name & Title: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

**4.7** *(Please also complete one attached Patient Contact Evaluation for each patient contact made during the ride-along. If they did not perform the listed skill, please question them about the patient after the call to ensure the student was paying attention, understood the patient's condition, etc. The EMT student should complete the top line of each Patient Contact Evaluation before having the agency representative complete the evaluation of each patient. Also, the agency representative will ensure that all preceptors will have a minimum of six months experience in patient care.*