

**PARAMEDIC / EMERGENCY MEDICAL TECHNICIAN (EMT)
STUDENT EDUCATION AGREEMENT (Field Internship)**

This Agreement is made between

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
761 E Daily Dr. Suite 200
Camarillo, CA 93010
805-652-5500**

(hereinafter referred to as “DISTRICT”) and

**SANTA BARBARA COUNTY FIRE DEPARTMENT
4410 Cathedral Oaks Rd.
Santa Barbara, CA 93110
(805) 681-5500**

(hereinafter referred to as “AGENCY”).

RECITALS

WHEREAS, the DISTRICT has an Associate Degree as well as a Certificate Paramedic Program and an Emergency Medical Technician Program (hereinafter referred to as “Program”) which requires medical-surgical, cardiac, obstetric, pediatric, psychiatric, geriatric, and emergency clinical experience; and

WHEREAS, AGENCY has the facilities which are suitable for providing the clinical experiences; and

WHEREAS, it is essential for students in the Program at the DISTRICT to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to AGENCY to contribute to the education of the future supply of Paramedics and EMTs;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

AGREEMENT

1. GENERAL RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall supervise all instruction and clinical experience for the Program.
- B. DISTRICT will designate students from those enrolled in their Health Science program for assignment to AGENCY for clinical experience.
- C. DISTRICT shall require an examination for each student for physical fitness and provide certification of physical fitness and immunization or documented immunity for the common communicable diseases. The examination is to include proof of current immunization or immunity for tetanus, diphtheria, pertussis, rubella, rubeola, mumps, and varicella, Covid-19 vaccination and booster (when eligible), and to have had a recent skin test, QuantiFeron Gold, or chest x-ray for tuberculosis. A hepatitis B surface antigen test and documentation of a hepatitis B vaccine series shall be required. Hepatitis B immunization is strongly advised. If a student elects to forgo immunization they shall sign a waiver of liability for acquiring hepatitis B.
- D. DISTRICT shall require that each student possess a current CPR certificate.
- E. DISTRICT may prescribe the type of uniforms to be worn by students in keeping with the requirements of AGENCY.
- F. DISTRICT shall provide for orientation for its instructors and students to familiarize them with AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.
- G. DISTRICT shall in coordination with AGENCY, prepare the necessary schedules and assignments for the clinical course of instruction at AGENCY.
- H. DISTRICT shall furnish to the AGENCY's Educational Director or designee, a pre-semester schedule of dates and number of students expected prior to the assignment of such to AGENCY.
- I. DISTRICT shall require that any change in the student's enrollment health status will be evaluated on an individual basis.
- J. Certify to AGENCY, at the time each student first reports at AGENCY, that STUDENT has complied with the following:
 - i. Provided evidence of health insurance coverage;
 - ii. Completed training for blood borne pathogens, standard precautions, and respiratory protection. This education and training shall include, but not be limited to, the proper handling of blood and body fluids, preventative measures

- of exposure to blood and body fluids, and risks concerning the Hepatitis B Virus. DISTRICT will maintain records documenting this training as well as a letter signed by each student indicating their choice of receiving or not receiving the vaccine to the Hepatitis B virus;
- iii. Completed an examination for physical fitness. DISTRICT shall maintain records that student has been immunized against these required communicable diseases: varicella, measles, mumps, rubella, rubeola, Tdap, Hepatitis B, and seasonal influenza;
 - iv. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;
 - v. Student shall execute the following:
 - a. Confidentiality of Information, Business Equipment Agreement, and Use of Information Technology form;
 - b. Employee Statement Elder and Dependent Adult Abuse Reporting form; and
 - c. Employee Statement Child Abuse Report Chart.
 - vi. If required to drive for internship activities, student shall carry auto liability insurance as required by state law;
- K. DISTRICT warrants that each of its District instructors supervising, or participating in clinical instruction at AGENCY, will be duly licensed and/or certificated in California, and will meet the DISTRICT'S educational qualifications, and shall meet the requirements of Section 100150 of Title 22 of the *California Code of Regulations*.
- L. DISTRICT shall comply and certify to AGENCY that each student, employee, and instructor reporting to the Clinical Facilities has received the training required by the OSHA bloodborne pathogens standard, Section 5193 of Title 8 of California Code of Regulations.
- M. DISTRICT shall ensure that each student, instructor, and employee in the Program shall comply with all federal, state, and local occupational health and safety, and environmental statutes and regulations, and complies with the OSHA bloodborne pathogens standard, Section 5193 of Title 8 of *California Code of Regulations*.
- N. DISTRICT shall at the first opportunity following receipt of notice, transfer students or instructors who are unable to properly perform their clinical assignments.
- O. DISTRICT shall have student execute a statement of student responsibilities, a confidentiality statement, and if required, a student hepatitis B vaccine declination, in the forms attached hereto, marked Exhibits: "A", "B", and "C" respectively, and are incorporated into this Agreement through this reference.

2. GENERAL RESPONSIBILITIES OF AGENCY

- A. AGENCY shall provide clinical experience and observation opportunities of educational value appropriate for the learning experience for students designated by DISTRICT. When available, these experiences shall include all emergency patients.
- B. AGENCY shall accept an appropriate number of students as agreed upon by both parties for clinical experience to assure maximum learning experience in each clinical area.
- C. AGENCY shall provide an Educational Director, acceptable to the DISTRICT, who shall assist in coordination of the Program, and if requested by the DISTRICT instructor, shall obtain AGENCY staff members as resource people.
- D. AGENCY shall assist students in maintaining records of student attendance and achievement, and a log of student participation in patient care. Such records shall be available for review at all times and submitted on a schedule developed by the DISTRICT.
- E. AGENCY shall provide to the extent available, suitable classroom facilities, storage space for teaching materials, and suitable lockers for student possessions.
- F. AGENCY shall provide students access to medical records as appropriate for documentation of patient care.
- G. AGENCY recognizes that DISTRICT is responsible for the learning experiences of students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in the favor of the patient, placing the student in the position of observer, with subsequent clarification to follow between the instructor and AGENCY.
- H. AGENCY reserves the right to terminate, with cause, at any time the clinical experience of any student.
- I. AGENCY shall provide qualified, licensed personnel adequate in number, in each area where students are receiving clinical experience in order to ensure safe continuous health care services to the patients.
- J. AGENCY shall not decrease their customary number of staff as a result of the assignment of students in the Program.
- K. AGENCY will retain responsibility for those patients assigned to the Program.
- L. AGENCY shall, at any time when a student or faculty is participating in the clinical experience at AGENCY, provide to students and faculty necessary medical assessment to determine the severity of any injury or illness that occurs at its facilities and provide, as appropriate, first aid services, or use the District's standard protocol for workers'

compensation claims by sending an individual to a workers' compensation clinic, unless the injury or illness is determined to be serious enough to require immediate care. AGENCY, unless emergency medical attention is required, shall first consult with the student prior to providing any medical care.

3. DISTRICT AND AGENCY FURTHER AGREE THAT

- A. Designated students shall be subject to the rules and regulations of both DISTRICT and AGENCY.
- B. DISTRICT and AGENCY shall mutually agree upon the dates and hours for the clinical experience assignments.
- C. Students shall receive no salary or stipend for the service they may give in the course of the clinical experience.
- D. Neither DISTRICT nor AGENCY will furnish any uniform, transportation, or laundry service for students.
- E. The ratio of field instructor to student shall comply with Title 22 of *California Code of Regulations*, Section 100153, incorporated into this Agreement by this reference, and shall not exceed one to one in the clinical areas.
- F. No more than one student shall be assigned to an AGENCY response vehicle at any one time during the field internship.
- G. DISTRICT and AGENCY shall maintain the standards of the Program at a level equal to or exceeding the standards set forth by the State Department of Health Services, and Title 22 of the *California Code of Regulations*.
- H. The academic personnel of DISTRICT shall share with AGENCY in the supervision of students in clinical activities. The person to whom the student is required to report and who is not an academic personnel of DISTRICT shall be either a physician, registered nurse, or physician assistant, currently licensed in California, or a Paramedic currently licensed in California, and shall satisfy the requirements of Section 100150 of Title 22 of the *California Code of Regulations*.

4. INSURANCE

- A. DISTRICT warrants that it carries insurance covering DISTRICT, students and faculty with a reputable insurance company(ies) which insure the perils of bodily injury, personal injury, professional liability, and property damage, and cover such liabilities as are imposed by law and assumed under written contract with others with limits of at least one million (\$1,000,000) each occurrence with three million (\$3,000,000) annual aggregate.

- B. DISTRICT shall supply to AGENCY upon request, certificates of insurance which evidence coverage in amounts of hazards as herein described. DISTRICT may utilize a Program of self-insurance to meet the insurance requirements of this section if it obtains the prior approval of AGENCY.
- C. DISTRICT shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- D. District's General Liability insurance and Abuse and Molestation coverage shall name AGENCY as additionally insured and shall be endorsed by District's insurance carrier.
- E. DISTRICT agrees to maintain workers' compensation insurance covering all DISTRICT personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws.
- F. DISTRICT shall procure and maintain District-owned vehicle coverage and District rented vehicle coverage with a limit of \$1,000,000.
- G. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of AGENCY. AGENCY does not assume any liability under law relating to workers' compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or traveling pursuant to the Agreement. When the students are under the jurisdiction or control of AGENCY, they will be covered for Workers Compensation by DISTRICT, pursuant to Section 78249 of the *California Education Code*.
- H. AGENCY warrants that it carries insurance covering AGENCY, students and faculty with a reputable insurance company(ies) which insure the perils of bodily injury, personal injury, professional liability, and property damage, and cover such liabilities as are imposed by law and assumed under written contract with others with limits of at least one million (\$1,000,000) each occurrence with three million (\$3,000,000) annual aggregate.
- I. AGENCY shall supply to DISTRICT upon request, certificates of insurance which evidence coverage in amounts of hazards as herein described. AGENCY may utilize a Program of self-insurance to meet the insurance requirements of this section if it obtains the prior approval of DISTRICT.
- J. AGENCY shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- K. AGENCY's General Liability insurance and Abuse and Molestation coverage shall name DISTRICT as additionally insured and shall be endorsed by District's insurance carrier.
- L. AGENCY agrees to maintain workers' compensation insurance covering all AGENCY personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws.
- M. AGENCY shall procure and maintain Agency-owned vehicle coverage and Agency rented vehicle coverage with a limit of \$1,000,000.
- N. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of DISTRICT. DISTRICT does not assume any liability under law relating to workers' compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or traveling pursuant to the Agreement. When the students are under the jurisdiction or control of DISTRICT, they will be covered for Workers Compensation by AGENCY, pursuant to Section 78249 of the *California Education Code*.

5. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the Agreement.

6. NONDISCRIMINATION

Neither AGENCY nor DISTRICT will discriminate against any person because of race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in section 422.6 of the *Penal Code*.

7. RELATIONSHIP

- A. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of AGENCY. AGENCY does not assume any liability under law relating to workers' compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or traveling pursuant to the Agreement. When the students are under the jurisdiction or control of

AGENCY, they will be covered for Workers Compensation by DISTRICT, pursuant to Section 78249 of the California Education Code.

- B. The relationship of AGENCY and DISTRICT shall be that of independent contractor. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

8. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

9. TERMINATION OF AGREEMENT

This Agreement shall be effective as of date of execution and shall continue through the end date as stated in item 10 of this agreement, and may be subject to cancellation. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be mailed by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENCY.

10. DATE OF AGREEMENT

This Agreement shall be effective as of the date of final signature and shall continue to be in effect until June 30, 2029.

11. MODIFICATION

No modification, amendment, supplement to this Agreement, or waiver of any provision of this Agreement, shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

12. SURVIVING SECTIONS

All obligations under this Agreement, which are continuing in nature, shall survive the termination or conclusion of this Agreement.

13. ASSIGNMENT

Either DISTRICT or AGENCY may not assign this Agreement without the express written consent of the other.

14. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either DISTRICT or AGENCY. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the person or persons, entity or entities, may require.

15. ENTIRE AGREEMENT

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

16. GOVERNING LAW

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

17. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

18. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right, and/or remedy were not contained herein.


19. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the final signature as listed below.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT


Program Administrator

Name Felicia Dueñas Date Dec 4, 2024
Title Dean, Career Education II Email fduenas@vccd.edu
Signature 

Campus Authorization

Name Claudia Lourido-Habib Date Dec 4, 2024
Title President, Ventura College Email clauridohabib@vccd.edu
Signature 
Claudia Lourido-Habib (Dec 4, 2024 14:32 PST)

District Administrative Center

Name Ilene Mehrez Date Dec 4, 2024
Title Director, Procurement and Contract Services Email imehrez@vccd.edu
Signature 

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____

Date: _____

COUNTY OF SANTA BARBARA:

Laura Capps, Chair
Board of Supervisors

By: _____

Date: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:
By: Tyler Sprague
0AC36B8DE43F483...
Deputy County Counsel

Date: 12/10/2024 | 4:04 PM PST

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: [Signature]
0BAAEA15901943F...
Deputy

Date: 12/11/2024 | 11:50 AM PST

RECOMMENDED FOR APPROVAL:

Mark A. Hartwig
Fire Chief/Fire Warden

Signed by:
By: [Signature]
643A84E63CDE490...

Date: 12/10/2024 | 3:24 PM PST

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

DocuSigned by:
By: Gregory Milligan
05F555F00269466...

Date: 12/10/2024 | 3:59 PM PST

EXHIBIT "A"

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND DISTRICT TRAINING PROGRAM

1. Student shall provide proof of immunization or documented immunity against tetanus, pertussis, diphtheria, rubella, rubeola, varicella, hepatitis B, and a current PPD or tuberculosis evaluation. A hepatitis B vaccine series waiver may be submitted in lieu of vaccine.
2. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of AGENCY and DISTRICT.
3. *Additional Rules and Regulation which a student must be noticed of and/or expected to comply with:*

_____.

Signed: _____

Date: _____

Print Name: _____

EXHIBIT B

STUDENT WAIVER AND RELEASE AGREEMENT

In exchange for permission to participate in the _____ program which uses the County of Santa Barbara’s facilities, (referred to below as “Activity”) I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the County of Santa Barbara its officers, officials, employees, and volunteers (collectively, “County”) as a result of my participation in the Activity.

I agree that my participation in the Activity will at all times be as an uncompensated not as an employee of the County, and that I will not receive or claim entitlement to any compensation or benefit of employment.

This release is intended to discharge the County, from and against any and all liability arising out of or connected in any way with my participation in the Activity, even though that liability may arise out of the negligence or carelessness on the part of the County.

I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the County who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I HAVE READ THIS ENTIRE DOCUMENT, AND FULLY UNDERSTAND AND AGREE WITH ITS PROVISIONS.

Name of Volunteer (printed)	Signature of Volunteer (signed)	Date
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Name of Parent or Legal Guardian (printed)	Signature of Parent (signed)	Date
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EXHIBIT “C”

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the

Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without

unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and

its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or

disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**EXHIBIT “D”
HEPATITIS EXHIBIT FORM**

VENTURA COLLEGE HEALTH SCIENCES DEPARTMENT

HEPATITIS B VACCINE DECLINATION (WAIVER)

I have been informed and understand that due to my participation in this course and possible exposure to blood and/or other potentially infectious materials that I am at risk of acquiring Hepatitis B virus (HBV). I have been advised, and given the opportunity to be immunized for a fee with Hepatitis B vaccination and screened for immunity to Hepatitis B. However, I decline the Hepatitis B vaccination and screening, and understand that by declining, I continue to be at risk of acquiring Hepatitis B, which is known to be a serious disease.

Signed: _____ Name: _____ Date: _____

VERIFICATION OF COMPLETION OF THE HEPATITIS B SERIES WITH PROOF

I have fully completed the Hepatitis B vaccine series and have proof of the three vaccines or lab work demonstrating immunity.

Signed: _____ Name: _____ Date: _____

Rev. 03/29/17










Paramedics and EMT Student education Agreement SBCFD and VCCCD_Exp. 6.30.2029

Final Audit Report


2024-12-04

Created:	2024-12-04
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Status:	Signed
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 Agreement completed.

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