

Consortium Agreement Between Project Heartbeat LLC.
And Las Positas College, Chabot Las Positas College Community College District.

This Memorandum of Understanding is for the creation of a sponsor for a Paramedic education program known as the *Project Heartbeat LLC. Consortium for Paramedic Education*, hereinafter referred to as "Consortium," between *Project Heartbeat LLC. And Las Positas College, Chabot Las Positas College Community College District* hereinafter referred to as "District" entered this 15 day of *March 2022*

I. REASON FOR AGREEMENT:

Purpose: The purpose of this agreement is to create a consortium sponsor between *Project Heartbeat LLC. and Las Positas College, Chabot Las Positas Community College District* to provide a Paramedic education program, including didactic, laboratory, hospital, and field internship learning experiences for Paramedic students.

Whereas, both parties desire to jointly establish a consortium between *Consortium. and District* that will permit the sponsorship of a Paramedic educational program in accordance with *the Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* ("Standards") of the Commission on Accreditation of Allied Health Education Programs (CAAHEP) that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Emergency Medical Technician-Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains,

Now therefore, in contemplation of this relationship between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

II. JOINT RESPONSIBILITIES:

1. The governance of the Consortium shall be a six-member Board of Directors comprised of *three* representatives from *Consortium. and three* representatives from *District* The Board shall meet at least annually and be responsible for:
 - (a) Approving the Goal(s) and Learning Domains of the Paramedic educational program in accordance with Standards II.A and II.C.
 - (b) Designating the program Advisory Committee in accordance with Standard II.B.
 - (c) Designating the Program Director in accordance with Standard III.B.1.
 - (d) Designating the Medical Director(s) in accordance with Standard III.B.2.
 - (e) Designating the faculty and instructional staff in accordance with Standard III.B.3. or delegating that designating authority to the *Paramedic Program Director of Consortium.*
 - (f) Ensuring that the educational program has adequate resources in accordance with Standard III.
 - (g) Approving the curriculum of the program in accordance with Standard III.C.

9. *Consortium*. shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum.
10. *Consortium*. and *District* shall abide by all applicable State and Federal nondiscrimination laws. There shall be no discrimination District on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the educational program, or as to any aspect of the educational program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the clinical program. Neither *Consortium*. Nor the District guarantees acceptance of a specific number of students.
11. The Parties agree that during the student's enrollment in the consortium program the faculty and staff of both members shall be responsible for evaluation of the students' performance in accordance with established academic and clinical guidelines. A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director, dismissed from the program. A student has the right to due process and may appeal such dismissal as provided for in the *Student Manual* and/or other official publication(s).
12. The students shall pay all tuition and fees to *Consortium*. as well as be responsible for their books, uniforms, meals, and housing while enrolled in the program. Upon successful completion of all academic and other program requirements, a certificate will be awarded by the *Consortium*.
13. Each student is required to complete health requirements as set forth in the *Student Manual* and/or other official publication(s) prior to commencement in the hospital/field activities of the program. Each student shall be required to provide proof of required immunizations as set forth in the *Student Manual* and/or other official publication(s) and must be able to perform his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.
14. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by officials of all members. Either party may terminate this Agreement provided that three (3) months' notice is given in writing. In the event of termination of the Consortium it is understood that all students in good standing will have the option of completing the Paramedic program under the conditions then in effect.
15. If either party receives notice of possible loss of accreditation, that party shall be required to notify the other party in writing within five (5) working days. *Consortium*. or *the District* shall within a reasonable period notify all students attending the program of such loss or impending loss.
16. Unless either party gives written notice for termination of the Agreement, then this Agreement shall be automatically renewed every three years for a period of three years.
17. *Consortium*. and *the District* acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the didactic, laboratory, hospital, or field internship training at any


facility of *Consortium*. or *the District* unless such loss, injury, or damage results from the negligence or willful conduct of that party, its agents, officers, or employees.

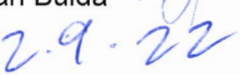
18. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than *Consortium* and *the District*; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
19. Neither party is an agent, employee, or servant of the other. *Consortium*. and *the District* acknowledge and agree that students participating in the didactic, laboratory, hospital, and field internship training of the Consortium program are not employees of *Consortium*. or *the District* by reason of such participation, and that neither party assumes any responsibilities to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants shall in no way hold themselves out as employees of *Consortium*. or *the District*.
20. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of a *clinical facility or field provider* from designating any patient as a non-teaching patient.
21. This document contains the entire understanding between the parties with respect to the Paramedic program sponsored by the Consortium and merges within it all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes all prior and/or contemporaneous representations, negotiations, promises, covenants, or discussions, if any, between the parties related to a Paramedic program sponsored by the Consortium.

IN WITNESS THEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

Allan Bulda
CEO-Project Heartbeat LLC.

Jonah Nicholas
Vice Chancellor, Business Services



Allan Bulda


Date

Jonah Nicholas

Date