



**AGREEMENT BETWEEN**  
**Chabot Las Positas Community College District**  
**And**  
**ProTransport-1, LLC**

This is an agreement between Chabot Las Positas Community College District- Las Positas College, (hereinafter referred to as "SCHOOL") and ProTransport-1, LLC (hereinafter referred to as "FIELD TRAINING PROVIDER") and is effective as of November 15, 2022.

**WHEREAS:**

The SCHOOL conducts an Emergency Medical Technician (EMT) Training Program, which provides pre-hospital, clinical, and field observations for persons desiring to become EMT's in accordance with the provisions of California laws and regulations pertaining to EMT training;

The SCHOOL is desirous that its trainees participating in the program obtain field experience with FIELD TRAINING PROVIDER;

FIELD TRAINING PROVIDER has field facilities for furnishing this field experience to the trainees participating in the SCHOOL's program and is desirous of making its field facilities available for this purpose;

**NOW, THEREFORE, the parties agree as follows:**

1. FIELD TRAINING PROVIDER agrees to provide a supervised program of field experience to the selected EMT trainees in accordance with the terms and conditions stated in this agreement. Individuals supervising the field experience shall be mutually acceptable to the parties.
2. The period of time for each trainee's field experience at FIELD TRAINING PROVIDER shall be mutually agreed upon between FIELD TRAINING PROVIDER and SCHOOL prior to the beginning of each trainee's field experience. Reasonable extensions may be agreed to by the parties if a particular trainee requires additional experience.
3. The number of trainees to participate in the field experience at FIELD TRAINING PROVIDER at any given time shall be mutually agreed upon by the SCHOOL and FIELD TRAINING PROVIDER prior to the beginning of the field experience program and may be modified from time to time by mutual agreement upon the request of either party.
4. FIELD TRAINING PROVIDER may require SCHOOL to withdraw from FIELD TRAINING PROVIDER's field experience training program any trainee who FIELD TRAINING PROVIDER determines is not performing satisfactorily, or how refuses to follow FIELD TRAINING PROVIDER's administrative and patient care policies, procedures, rules, and regulations.
5. THE SCHOOL shall notify the trainees that the trainees shall be responsible for:



- a. Following the administrative and patient care policies, procedures, rules and regulations of FIELD TRAINING PROVIDER;
  - b. Acquiring and using the necessary and appropriate uniforms and personal protective equipment when not provided by FIELD TRAINING PROVIDER;
  - c. Arranging for their own transportation and personal living accommodations when not provided by FIELD TRAINING PROVIDER; and
  - d. Adhering to program requirements concerning obtaining the necessary health screening. The SCHOOL will provide this information to the FIELD TRAINING PROVIDER.
  - e. The SCHOOL will provide an attestation of Covid-19 vaccination or approved exemption status for each STUDENT who is being placed with FIELD TRAINING PROVIDER. Such documentation shall be received before the STUDENT's first on-site assignment, and shall follow existing California State, County, and City/local Public Health Orders in effect at the time.
  - f. SCHOOL agrees that STUDENTS shall be tested for Covid-19 by FIELD TRAINING PROVIDER based on existing Public Health Orders in effect at the time of the STUDENT's field experience.
6. FIELD TRAINING PROVIDER shall maintain in its normal course of business complete attendance and progress records and reports on each trainee's performance and shall provide an evaluation for each trainee to SCHOOL on forms provided by the SCHOOL.
  7. FIELD TRAINING PROVIDER shall, upon reasonable request, permit the SCHOOL and/or appropriate governmental agencies charged with the responsibility of accrediting or approving the EMT training program to inspect the field facilities, services available for field experience, trainee's records, and such other materials which pertain to the field training program.
  8. It is expressly agreed and understood by the SCHOOL and FIELD TRAINING PROVIDER that the trainees under this program participate at FIELD TRAINING PROVIDER for educational purposes and are not considered to be an employee of FIELD TRAINING PROVIDER for any purpose including, but not limited to, compensation for services or for employee welfare, pension, or worker's compensation benefits. SCHOOL shall indemnify FIELD TRAINING PROVIDER from any liability arising out of student claims relating to status as an employee of FIELD TRAINING PROVIDER while receiving field training pursuant to this Agreement.
  9. It is agreed and understood that the parties to this agreement are independent contractors, and that neither is the employee or employer of the other, and that the employees of one are not the employees of the other.
  10. The SCHOOL shall take out and maintain during all periods this Agreement is in effect general liability and property damage insurance naming FIELD TRAINING PROVIDER as an additional insured, indemnifying said additional insureds from and against any and all loss or damage, and



from any and all liability for any loss or damage, and all suits, actions, or claims brought by any and all person or persons arising out of or resulting from the use of real property and the services being provided by the SCHOOL, any dangerous or defective condition thereof, or any act or omission by the SCHOOL. Said insurance shall be primary to FIELD TRAINING PROVIDER's general and property insurance policies and shall initially and thereafter be increased to provide coverage in the same amounts as the SCHOOL's public liability policy. Certificates of said insurance shall also provide evidence of worker's compensation and disability coverage for each EMT trainee in amounts required by law.

11. The SCHOOL and FIELD TRAINING PROVIDER shall each maintain in full force and effect during the full term of this agreement liability insurance programs.
12. The Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the SCHOOL and FIELD TRAINING PROVIDER agree that each of the parties hereto shall fully indemnify and hold each of the other party, and its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto or its officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.
13. The SCHOOL shall ensure that its trainees are covered under the SCHOOL's insurance program for medical malpractice liability. A copy of this will be provided to the FIELD TRAINING PROVIDER at the time of initial contracting and annually thereafter when the policy renews.
14. All notices, demands, or other writings in the AGREEMENT provided to be given or made or sent, or which may be given or made or sent, by either party hereto the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

To ProTransport-1, LLC

Rick Fields  
Sr. VP Operations  
720 Portal Street  
Cotati, CA 94931

(800) 650-4003

To Las Positas College

Jonah Nicholas  
Vice Chancellor of Business Services  
7600 Dublin Blvd, 3<sup>rd</sup> Floor  
Dublin, CA 94658

925-485-5208



15. The SCHOOL's Program Course Director and FIELD TRAINING PROVIDER administrative representative may mutually agree upon, and may formalize by a separate writing, the operational details of the field training program, and such separate agreement and writing will be binding on both the SCHOOL and the FIELD TRAINING PROVIDER in the same manner as if they had been part of this agreement.
16. The SCHOOL shall be responsible for selecting each individual trainee assigned to the FIELD TRAINING PROVIDER and such selection shall be made without regard to race, creed, color, sex, handicap or national origin, age, ancestry, sexual orientation, gender identification, marital status, religious affiliation or non-affiliation, disability, medical condition (including, but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership. The SCHOOL shall provide FIELD TRAINING PROVIDER with Trainee's name, pertinent biographical data, report of health status and other appropriate information as require by FIELD TRAINING PROVIDER.
17. Any controversy, claim or dispute, whether based on contract, tort or statute under either California or federal law, arising out of or relating to this Agreement any alleged breach of it shall be determined and settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be conducted in Sonoma County, California. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable attorneys' fees and costs expended or incurred relating to or arising out of the arbitration matter.
18. This agreement may be modified or amended without additional consideration at any time by mutual written consent of the parties.
19. The SCHOOL certifies that it has trained each trainee that it sends to FIELD TRAINING PROVIDER in the universal precautions and transmissions of blood borne pathogens. In addition, the SCHOOL shall provide all trainees with the opportunity to receive a Hepatitis B (HBV) vaccine before assigning them to FIELD TRAINING PROVIDER. The SCHOOL will provide personal protection equipment that is appropriate for the tasks assigned to trainees. The SCHOOL further agrees to provide a full background/criminal record check on each trainee assigned to FIELD TRAINING PROVIDER, at no cost to FIELD TRAINING PROVIDER. All screening information shall be made available to FIELD TRAINING PROVIDER upon request. This background screening must include review of the OIG List of Excluded Individuals & Entities (OIG LIEE) and related exclusions lists.
20. The SCHOOL and FIELD TRAINING PROVIDER agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder ("HIPAA") and privacy and security policies and procedures related to individually identifiable health information. The SCHOOL agrees to provide each student with function-specific, HIPAA-related education during the period when a student is participating in field training. FIELD TRAINING PROVIDER shall furnish such HIPAA education to the student as part of field training orientation program. The SCHOOL, however, agrees that it shall furnish its own comprehensive training for its students prior to the students' placement with FIELD TRAINING



PROVIDER. All trainees shall execute a copy of the HIPAA confidentiality agreement attached hereto as Exhibit A.

21. This Agreement has a term of one (1) year from the effective date. The Agreement renews automatically every anniversary unless either party gives written notice of non-renewal. Such notice of non-renewal shall be given at least thirty (30) days in advance of the anniversary date.
22. Either party may terminate this Agreement by giving the other party thirty (30) days written notification.
23. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
24. This Agreement supersedes any and all other agreements, oral or written, between the parties and constitutes the entire agreement with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.


<b>Las Positas College</b>		<b>PRO-TRANSPORT-1, LLC</b>	
Signature:	_____	Signature:	 _____
Name:	Jonah Nicholas	Name:	Rick Fields
Title:	Vice Chancellor Business Services	Title:	Sr. VP Operations
Date:	November 15, 2022	Date:	November 15, 2022
Address:	7600 Dublin Blvd. 3 <sup>rd</sup> Floor	Address:	ProTransport-1, LLC 720 Portal Street
City,St.,Zip:	Dublin, CA 94568	City,St,Zip:	Cotati, CA 94931
Telephone:	925-485-5208	Telephone:	(800) 650-4003



Exhibit A

**Student/Guest/Trainee Confidentiality  
and Non-Disclosure Agreement**

ProTransport-1, LLC/Student Trainee Confidentiality and Non-Disclosure Agreement

I \_\_\_\_\_ understand that ProTransport-1, LLC (“ProTransport-1”) provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of ProTransport-1’s patients. I understand that it is necessary, in the rendering of ProTransport-1’s services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected from improper use and disclosure by federal and state laws.

I agree that I will comply with all confidentiality and security policies and procedures set in place by ProTransport-1 during my experience as a student/guest/trainee with ProTransport-1. If at any time I knowingly or inadvertently breach the patient confidentiality or security policies and procedures, I agree to notify the Privacy Officer of ProTransport-1 immediately.

I also understand that I may be exposed to other confidential or proprietary information of ProTransport-1 and I agree not to reveal any of that information to anyone at any time.

In addition, I understand that a breach of patient confidentiality may result in immediate suspension or termination of the privilege to gain clinical experience or observe the activities of ProTransport-1. Upon termination of this privilege for any reason, or at any time upon request, I agree to return any and all patient confidential information in my possession. As a rule, I understand that any patient or confidential information that I see or hear while a student/guest/trainee will stay here at ProTransport-1 when I leave.

I have been given an overview of the privacy policies and procedures and have been given access to review those policies. I agree to abide by all policies or my privilege to participate in clinical activities or to otherwise observe ProTransport-1 activities will be terminated.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Name: \_\_\_\_\_