

ROYAL AMBULANCE AND CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT CLINICAL TRAINING
PROGRAM AGREEMENT

THIS CLINICAL TRAINING PROGRAM AGREEMENT ("Agreement") is made and entered into the 1st day of August, 2018 ("Effective Date"), by and between **Royal Ambulance, Inc.** and Chabot-Las Positas Community College District, Emergency Medical Technician (EMT) / Paramedic Programs, an accredited training institution (the "School").

RECITALS:

- A. The School desires to provide its students (the "Students") whom are currently participating in the EMT and/or Paramedic Training and Certification courses ("Course") the benefit of educational opportunities and facilities for clinical experience in the area of emergency medical response.
- B. The School wishes to provide such experience for its Students by requesting that Royal Ambulance provide the Students with clinical experience by means of placement with Royal for purposes of clinical rotation.
- C. Royal has agreed to contribute to the School by providing certain clinical education opportunities for experience for the Students of the School, at no cost to the School or the Students.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Engagement. The School hereby engages Royal, and Royal accepts such engagement pursuant to the terms and provisions of this Agreement, to provide the School's Students with certain clinical education opportunities by providing the vehicular field experience in the area of emergency response services (Royal Program).
- 2. Parties Responsibilities.
 - 2.1 Royal shall:
 - 2.1.1 provide practical clinical opportunities for experience in the area of emergency responses services at no cost to the School or the Students.
 - 2.1.2 make available certain of RA facilities for the Royal Program.
 - 2.1.3 permit the students to observe and participate in the provision of certain emergency response services by RA at Royal's sole discretion.
 - 2.2 The School shall:

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- 2.2.1 after consultation with RA, plan, coordinate and implement the Royal Program providing for the assignment of the Students to RA. The Royal Program shall include a student orientation, which shall be a mandatory prerequisite for each Student before such Student is placed with RA. Such orientation may consist of instruction regarding specific Royal protocols, policies and procedures as mutually agreed upon by the parties.
- 2.2.2 after consultation with Royal, select suitable clinical experience opportunities and situations in patient care to be experienced by the Students to help the Students to meet the objectives of the School's prescribed educational curriculum in the Course.
- 2.2.3 perform all administrative and screening functions relating to the School, including, without limitation: verification that the Students' meet all state eligibility requirements; confirmation of the Students' credentials and background, including a full criminal background record check; admission of the Students; scheduling of the Course and teaching the Course; and maintenance of attendance and achievement records.
- 2.2.4 as soon as such information is available to the School, notify Royal, in writing, of the planning schedule of the Student assignments to the Royal Program, specifically the number of the Students to be placed with Royal, and the dates of such placement. The schedule, Student assignments and number of Students will be subject to written approval by Royal, such approval to be at the sole discretion of Royal.
- 2.2.5 keep Royal informed of changes in the School policy, the Students' eligibility, participation and/or any other information related to the Course.
- 2.2.6 obtain from each Student, prior to his/her participation in the Royal Program, a signed Waiver attached hereto as Exhibit A. A copy of such Agreement for each Student shall be delivered by the School to RA not less than ten (10) days prior to the scheduled assignment of a Student with Royal. The School shall be solely responsible for obtaining and maintaining each original Student's Waiver.
- 2.2.7 provide adequate supervision of the Students placed with RA. RA shall have the right, exercisable in its sole discretion, to refuse all or any number of scheduled assignments, if, in Royal's sole discretion, RA determines

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that the supervision of any scheduled assignment is not adequate.

- 2.2.8 instruct the Students regarding the need for confidentiality of all patient information and records in accordance with all Applicable Law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), all as amended. In the event a Student discusses Protected Health Information in the School's Course, the School shall comply with the requirements of a Business Associate as outlined in Exhibit 8. Upon request, the School shall provide RA with a copy of all related training materials.
- 2.2.9 instruct the Students that they must comply with all policies and procedures of RA while participating in the Royal Program and/or otherwise interacting with RA.
- 2.2.10 provide RA with documentation indicating that the Students have: (i) completed training in all applicable Occupational Safety and Health Administration (OSHA) Regulations, or state program, whichever is applicable; (ii) been immunized against Hepatitis C or have signed the OSHA declination; (iii) received an annual Tuberculosis skin test, chest X-ray or other appropriate health test or survey; (iv) been immunized against Measles and Rubella; (v) complied with all Applicable Law requirements to the Students' eligibility and participation in the Royal Program; and, (vi) provided sufficient training of HIPAA regarding patient confidentiality requirements and/or Protected Health Information. The School shall ensure that prior to any Student beginning participation in the Royal Program that all of the above requirements have been completed or satisfied. The School shall be solely responsible for obtaining, maintaining and ensuring such requirements and their verification of such documentation for each Student is completed.
- 2.2.11 ensure, inasmuch as reasonably possible, that the Students are free of communicable diseases by requiring each Student to undergo health screenings prior to placement with RA. The School shall ensure that prior to any Student beginning participation in the Royal Program that all of the above requirements have been completed or satisfied. The School shall be solely responsible for obtaining, maintaining and

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ensuring this requirement and their verification for each Student is completed.

2.2.12 prior to assignment of any Student with RA, verify in writing that such Student maintains, in full force and effect, personal health insurance coverage (Students whom are Royal employees are exempt from this requirement). The School shall provide Royal written confirmation of the Student's personal health insurance coverage not less than ten (10) days prior to the scheduled assignment of a Student with Royal. The School shall be solely responsible for obtaining, maintaining and ensuring this requirement for each Student, and its submittal to RA, is completed.

2.2.13 prior to assignment and participation of the Student with RA, provide a copy of the Student's Insurance Certificate evidencing the Student's procurement of Professional Liability insurance coverage on a per occurrence basis (\$1 million per occurrence; \$6 million aggregate) for the Student's activities in the Royal Program and for the term of the Student's participation in the Royal Program (Students whom are Royal employees are exempt from this requirement). Such insurance shall be the responsibility of the Student and/or the School, on behalf of the Student, to purchase. Such insurance shall provide the minimum coverage as outlined in Royal's standards.

2.2.14 Subject to the ant-discrimination provisions of Paragraph 13 of this Agreement, upon Royal's oral or written request, which may be made in its sole discretion, the School shall immediately remove any Student from assignment with RA.

3. Term and Termination. The term of this Agreement shall be for a period of one (1) year commencing upon the Effective Date ("Initial Term") and shall renew automatically for up to four (4) successive one year renewal terms. Notwithstanding the above, this Agreement may be terminated by either party upon thirty (30) days written notice to the other.
4. No Financial Consideration. Aside from the provisions expressly stated herein, neither party shall have any monetary obligation to the other, to medical assisting students or to instructors.
5. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER AND/OR TO THE STUDENTS FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE

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POSSIBILITY OF SUCH DAMAGES.

6. Indemnification. Each party, its respective officers, directors, affiliates, employees and students (“Indemnitor”) shall indemnify, hold harmless and defend the other party, its respective officers, directors, affiliates, employees and students (“Indemnitee”) for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages , including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, and destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) breach of this Agreement; or (ii) its negligent or willful act(s) or omission(s); or (iii) its violation of any Applicable Law; or (iv) any employment, workers' compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this Section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by Applicable Law.

7. Duty/Failure to Defend. Upon the written request of RA, the School shall be called upon to assume the settlement, compromise and/or defense of any claim made or suit brought or proceeding instituted against Royal arising out of this Agreement. If, in the sole opinion of Royal, the School fails to diligently defend such claim, suit or proceeding, Royal may retain counsel of its own choice and settle, compromise or defend such claim, suit or proceeding, with resulting costs of settlement, compromise or defense, including attorneys’ and experts’ fees, to be borne by the School.

8. Insurance. The School shall maintain at all applicable times, at its own expense, comprehensive general liability and professional liability insurance in amounts equal to at least \$1,000,000 per occurrence and an umbrella equal to at least \$5,000,000 annual in the aggregate. At least ten (10) days prior to the first Student placement and the commencement of the Royal Program, The School shall furnish to Royal satisfactory evidence such insurance in the form of an insurance certificate from the insurance carriers (or risk management office if issued by a governmental unit) evidencing such coverage, naming Royal an additional insured on its policy, waiving its right of subrogation against Royal, and stating that the insurance carriers/risk management office will not cancel the policies or change insurance limits or fail to renew the policies without giving Royal at least thirty (30) days advance written notice. Such

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insurance shall be considered the primary insurance policy covering any act or omission occurring in the performance of this Agreement.

9. Representations and Warranties.
- 9.1 Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement (ii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and, (iv) the parties have reviewed this Agreement with legal counsel to the party's satisfaction or voluntarily waived their right to do so.
- 9.2 The School warrants that (i) all information, documentation and verifications supplied to, and all representations made to RA shall be true, accurate and complete and in the event such information, documentation, verifications or representation(s) made herein become inaccurate or incomplete, the School will promptly notify RA in writing of such occurrence; (ii) it shall perform all its obligations under this Agreement in compliance with all Applicable Law; and (iii) the Students' placed with RA meet all state eligibility requirements including all credential, background and criminal record admission criteria.
10. Independent Contractor. Nothing in this Agreement shall be construed as creating anything other than an independent contractor relationship among the School, Students, faculty, other employees and agents of the School and Royal (and any of their employees, contractors or affiliate entities), nor shall anything be construed as creating an employment relationship, agency, partnership, or joint venture among the parties. Neither among the School, its Students, faculty, other employees and agents of the School nor Royal shall have any obligation, responsibility or authority to act on behalf of or in the nature of the other, or to bind the other in any manner whatsoever, or to control or direct the methods by which either party performs its responsibilities.
11. Confidential Information. In addition to Protected Health Information as defined by HIPAA, during the course of performing this agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such

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confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. Royal's copyrighted materials, confidential information and procedures shall be and remain the sole property of Royal. Subject to the School's duty to comply with California's Public Records Act, if a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

Royal may, from time to time, gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to Royal of student record information in violation of section 1232g or of any similar state law. Royal agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

12. Anti-Discrimination. In connection with its activities hereunder, neither party shall violate those federal and State laws which prohibit discrimination, harassment and retaliation based upon race, nationality, ethnicity, gender, sexual orientation, disability or any other protected classification. Each party shall hold harmless, indemnify and defend the other against any claim or suit alleging that the indemnitor has unlawfully discriminated or harassed or retaliated against the claimant in violation of federal or State anti-discrimination laws.
13. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Royal Ambulance Corporation:

Royal Ambulance Corporation
Attn: Eve Grau, HR Director
14472 Wicks Boulevard
San Leandro, California 94577

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To Chabot College:

Chabot College
Dale Wagoner, Dean Health, Kinesiology & Athletics
25555 Hesperian Blvd
Hayward, CA 94545

Chabot-Las Positas Community College District
Vice Chancellor Business Services
7600 Dublin Blvd. 3rd Floor
Dublin, CA 94568

Either party may change the listed addresses with proper written notification.

14. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
15. Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.
16. Publicity & IP Provision. The School shall not use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of Royal, or disclose without Royal's express prior written consent. In particular, the School shall not identify or make reference to Royal in any communication, advertising or other promotional modality regardless of its form without explicit prior written consent from Royal.
17. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. Notwithstanding the above, with reasonable notice to School, Royal may assign or subcontract its obligations under this Agreement. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
18. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both

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parties.

19. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
20. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
21. Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement.
22. Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of a person, persons, or entity may require.
23. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. Agreement when used throughout this Agreement shall include all referenced Exhibits.
24. Governing Law. This Agreement shall be subject to and governed according to laws of the State of California, regardless of whether either party is or may become a resident of another state. The Parties agree that the venue and jurisdiction shall be exclusively in the state and federal courts located in the County of Santa Clara in the State of California.
25. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

Royal Ambulance Corporation

By: _____
Name: Ana David,
Title: Human Resources Manager
Date: _____

Chabot Las Positas Community College District:

By: _____
Name: Ron Gerhard
Vice Chancellor Business Services
Date: _____

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DISTRICT CLINICAL TRAINING PROGRAM AGREEMENT

Exhibit A: Student Ride Along Waiver



ROYAL AMBULANCE

STUDENT RIDE-ALONG WAIVER

I hereby acknowledge that there is an inherent risk associated with working in and around the vicinity of emergency situations and activities, such as being on, in and among the ambulance crew while they are responding to various and sundry emergencies and non-emergencies. In consideration of my being permitted to participate as a ride-along, ride in or be around the ambulances, or be on the property of Royal Ambulance, Inc. and to participate in any and all activities in which they become engaged, **I PERSONALLY ASSUME ALL RISKS IN CONNECTION THEREWITH**, which may arise or in which I find myself, regardless of the nature of the risks and/ or how I became involved or who directed me into such hazardous or dangerous situations.

I HEREBY RELEASE ROYAL AMBULANCE, INC., IT'S EMPLOYEES, AGENTS REPRESENTATIVES, AND THOSE GOVERNMENTAL AGENCIES AND OTHER ORGANIZATIONS THAT I MAY COME INTO CONTACT WITH AS A RIDE-ALONG FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COSTS, CLAIMS, AND/ OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ALL BODILY INJURIES AND PROPERTY DAMAGE ARISING OUT OF MY ACTIVITIES AS A RIDE-ALONG, IT BEING SPECIFICALLY UNDERSTOOD THAT THESE ACTIVITIES ARE INHERENTLY DANGEROUS.

I hereby acknowledge, warrant and represent that I am of lawful age and legally competent to enter in this contract and to give this release hereby binding me, my agents, heirs, and representatives to the terms hereof, and that I have signed this release as my own free act with the full understanding and knowledge of its significance. I understand and agree to comply with all of the above ride-along requirements.

RIDE-ALONG REQUIREMENTS: PLEASE READ AND INITIAL NEXT TO EACH

- Initial: _____ Ride-along must be at least 18 years of age or older and have a valid CPR card
- Initial: _____ Must have a current TB test and HepB series, series start, titer or declination.
- Initial: _____ Student *must be on time for scheduled shift(s)*.
- Initial: _____ Come to shift dressed in black pants, black (or white) polo shirt, black footwear (preferably steel-toed boots) OR the uniform from the agency/school you are affiliated with.
- Initial: _____ Follow instructions of the crew that you are with, unless you feel that you are being placed in a hazardous situation.
- Initial: _____ You must agree to maintain patient confidentiality at all times, now and in the future.
- Initial: _____ You will be expected to assist the crew with whom you are riding with their assigned tasks such as cleaning and/ or washing the ambulance and station duties.
- Initial: _____ If you are participating in the internship phase of an educational program, this ride-along will function as part of your training. This said, continued instruction and practice will occur in areas such as patient assessment, gurney operations, ambulance familiarity, field paperwork, etc.
- Initial: _____ The Royal Ambulance parking lot is reserved for Royal employees only. Please use street parking.

IN WITNESS WHEREOF, intending to be legally bound hereby, I affix my signature hereto on the day and year appearing thereto.

Today's Date: _____

Student's Name (please print): _____ Signature: _____

Student's Email: _____ Student's Phone: _____

Royal Ambulance ALCO Station Address: 14472 Wicks Blvd, San Leandro, CA 94577

FOR EMT SCHOOL/AGENCY PERSONNEL USE ONLY
Use Spaces Below to Indicate Ride-Along DATES/TIMES/UNIT NUMBERS

