

EDUCATION AFFILIATION AGREEMENT

This Agreement is entered by and between John Muir Health, dba **John Muir Medical Center, Concord Campus**, located at 2540 East Street, Concord, California 94524-4110 ("Agency") and Las Positas College located at 3000 Campus Hill Drive, Livermore, California 94551-7623 (School) on this _____ day of _____, _____.

I. RECITALS

- 1.01.** Agency owns and operates a licensed acute care hospital in Concord, California.
- 1.02.** School conducts an approved training program in Surgical Technology and desires access to facilities in which School's students ("Students") can obtain clinical learning experience needed in the curricula for their studies.
- 1.03.** Agency has the facilities available to furnish such experience and, as a community service, is willing, under certain conditions, to allow School to utilize certain areas of Agency for clinical experience of Students.

THEREFORE, it is agreed:

II. RESPONSIBILITIES

2.01. General Responsibilities of the Parties.

A. It is understood and agreed by the parties that the education program to be conducted pursuant to this Agreement is an educational program of School and not of Agency and that Students participating in the educational program at all times shall be under the exclusive jurisdiction of School. Notwithstanding the foregoing, the time, place and subject matter of all education hereunder shall be subject to the approval of Agency, and School hereby assumes responsibility for assuring that Students observe the rules and regulations of Agency, including recognition of the confidential nature of information on patients and their records, and that they do nothing which might prove detrimental to Agency or its patients.

B. In order to provide the coordination and cooperation essential to the conduct of an effective educational program, School and Agency each shall appoint one or more persons to work together in planning and implementing the educational program and, in this connection, they shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in any program at any given time.

C. The education program to be conducted hereunder shall be conducted without the payment of any monetary consideration by School or Agency to the other or by or to any student participating in the program.

2.02. Responsibilities of the School. The School shall:

A. Designate a faculty coordinator and an alternative through whom the Agency will communicate and coordinate working relationships;

B. Assign a fully qualified clinical instructor(s) who shall arrange with Agency for instructor orientation to the clinical area and who shall assume full responsibility for all Student orientation, classroom and clinical instruction and provision of necessary instructional materials;

C. Assign Students, subject to the right of Agency to terminate any Student's participation for any cause deemed sufficient by Agency;

D. Submit to the Vice President for Patient Care Services or designee, a list indicating the number of Students School wishes to be placed, the name of the instructor, and a schedule of the dates, times and places when Students are expected to be in the clinical area. Such schedule shall be approved by Agency prior to the beginning of the clinical or management rotation.

E. Provide a copy of the performance objectives for the clinical experience.

F. Assure that all instruction is conducted in a professional manner consistent with Agency's policies, rules and regulations.

G. School shall furnish to Agency upon request, written evidence of current:

1. P.P.D. skin test and, if positive a chest x-ray
2. Rubella titer
3. Rubeola vaccination or titer
4. Varicella titer or history
5. Hepatitis B-surface antigen/antibody
6. Basic Life Support (BLS) Card
7. Background check and drug screen
8. Mumps immunization
9. Physical exam

H. Arrange for periodic conferences between School and Agency representatives to evaluate student progress and the clinical program as appropriate.

I. Provide and be responsible for the care and control of all School's educational supplies, materials, and equipment used for instruction during program.

J. Provide method for immediate contact for School's advisor supervising Student(s) at the Agency so that they are immediately available to Students.

K. Instruct its students on general requirements of the Joint Commission and Blood borne Pathogen training, and shall ensure that its students comply with all applicable Agency policies, Federal and State regulatory requirements, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and the confidentiality of medical records.

2.03. Responsibilities of Agency. The Agency shall:

A. Make available to School, in accordance with mutually pre-arranged scheduling, given clinical areas and classrooms in the Agency.

B. Orient instructor(s) and students to the clinical area, agency rules, policies and procedures, as necessary and as mutually arranged by School and Agency.

C. Maintain at all times, administrative and professional responsibility for care of its patients.

D. Provide opportunities for instructor(s) to choose Student learning experiences in surgical technology from among the ongoing activities of the Agency.

E. Assist in the selection of appropriate patients for Student education experience.

F. Work cooperatively with instructor(s) to provide a satisfactory learning environment for Students.

G. Make available, when possible, space for classes and conferences.

H. Provide such educational items as may be available in the Agency and which Agency conveniently can make available to School.

I. Approve instructor choice of clinical areas or units selected for Student experience and maintain staffing required to meet the Agency's responsibility for patient care.

J. Allow access to the cafeteria and other areas provided by Agency for its nursing staff for the purpose of taking meals. All meal costs shall be borne by the Student or School as appropriate.

K. Provide emergency health care or first aid in the event a Student sustains an injury or illness needing immediate attention. Such cost shall be borne by Student or School as appropriate.

III. INDEMNIFICATION

3.01. School shall indemnify, defend and hold harmless the Agency against: (i) any and all liability arising out of School's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts or omissions of the School's employees, students, or agents relating to or arising out of their services under this Agreement; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Agency in connection with the defense of such claims.

3.02. Agency shall indemnify, defend and hold harmless the School against: (i) any and all liability arising out of Agency's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts or omissions of the Agency's employees or agents relating to or arising out of their services under this Agreement; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the School in connection with the defense of such claims.

III. INSURANCE

3.01. General. Prior to the beginning of and throughout the life of this Agreement, each Party agrees:

A. The insurance requirements outlined in this agreement shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds to terminate this Agreement for cause. Each Party acknowledges that the insurance coverage and policy limits set forth in this Section III constitute the minimum amount of coverage required.

B. All insurance required in this Section shall apply on a primary noncontributory basis in relation to any other insurance carried independently by each Party. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to Indemnitees.

C. To supply each Party with satisfactory ongoing evidence, consisting of certificates of insurance and endorsements, that all of the required insurance are in force, and shall

provide certificates of insurance evidencing annual renewal of each policy throughout the life of this Agreement.

D. The evidence of coverage shall provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days prior written notice has been given or 10 days for non-payment of premium.

3.02. School shall provide and maintain professional liability coverage for the Student and instructor while Student and instructor are at the Agency. Such insurance shall be in an amount not less than \$1,000,000 covering injuries including death to any one or more persons in any one occurrence and \$3,000,000 in the aggregate per year, with an additional insured endorsement naming Agency as an additional insured on School's policy. Insurance policies shall be written by carriers reasonably satisfactory to each party. School shall provide a copy of such insurance policy to Agency prior to the time Student begins his/her clinical instruction under this Agreement.

3.03. School shall provide and maintain Commercial General Liability Insurance using Insurance Services Office occurrence form CG 00 001 with an edition date prior to 2004 (bodily injury, property damage, personal and advertising injury, and products and completed operations coverage) or an equivalent form, or program of self-insurance, that is as broad with no limiting endorsements, for claims resulting in bodily injury, including death, personal injury, and property damage with minimum limits of at least Three Million Dollars (\$3,000,000) each occurrence and annual aggregate limits of not less than Three Million Dollars (\$3,000,000) with an additional insured endorsement naming Agency Indemnitees as additional insureds on School's policy.

3.04. School shall provide and maintain Workers' Compensation Insurance in such amounts as is required by law, covering both Students and instructors while participating in the program hereunder. Such insurance shall include Employer's Liability Insurance with a limit not less than One Million Dollars (\$1,000,000) each occurrence. The parties hereunder agree that Agency is responsible only for the actions of its respective officers, employees and agents, and that while participating in the program hereunder, Students and instructors are not employees or agents of Agency, regardless of the nature and extent of the acts performed by them. Agency shall not assume any liability under any worker's compensation or employer's liability law on account of any injury to or act of student or instructor while performing or traveling pursuant to this Agreement. Student or instructor shall not be entitled to any monetary remuneration for services performed by them in the course of this program.

IV. TERM AND TERMINATION

4.01. The term of this Agreement shall commence on March 1, 2010 and shall continue in effect for an initial term of 5 years or until terminated by either party, with or without cause, upon giving at least ninety (90) days' written notice to the other..

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

AGENCY:

John Muir Medical Center, Concord Campus

By: _____

Title: _____

Date: _____

SCHOOL:

Chabot-Las Positas Community College District

By: _____

Lorenzo S. Legaspi

Title: Vice-Chancellor, Business Services

Date: _____