



Eden Medical Center

A Sutter Health Affiliate

SCHOOL AFFILIATION AGREEMENT RENEWAL

This Agreement is between Eden Medical Center, a California not-for-profit corporation (hereafter "HOSPITAL") located in Castro Valley, California, and **Chabot-Las Positas Community College District** (hereafter "SCHOOL") with colleges in **Hayward and Livermore California**, and is effective **May 1, 2010**.

RECITALS

- HOSPITAL owns and operates Eden Hospital, Eden Outpatient Rehabilitation Facility, and San Leandro Hospital (collectively referred to as "Facilities").
- SCHOOL conducts accredited Registered Nursing, Emergency Medical Technician, Pharmacy Technology, and Surgical Technology Programs at Chabot College and/or Las Positas College which require clinical experience for students enrolled in said programs;
- SCHOOL desires its students to obtain said practical experience at HOSPITAL's Facilities through participation in hospital programs for its **Registered Nursing, Emergency Medical Technician, Pharmacy Technology, and Surgical Technology** students ("Program") at any of the facilities of Eden Medical Center listed above.
- In accordance with Section 70713, Title 22 of the California Regulatory Code, HOSPITAL retains professional and administrative responsibility for services rendered.

Now, therefore, the parties agree as follows:

I. SCHOOL'S RESPONSIBILITIES

- Student Information. SCHOOL shall send to HOSPITAL the name of proposed student(s) to be enrolled in the Program. HOSPITAL shall obtain further contact information from approved student(s). HOSPITAL shall regard this information as confidential, and shall use it only as a source of identification for the student.
- Schedule of Assignments. SCHOOL shall notify the HOSPITAL of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of hospital experience prior to the planned hospital experience.
- Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of HOSPITAL in the planning of the Program to be provided students.
- Records. SCHOOL shall maintain all academic and personnel records of students.
- Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon *by* SCHOOL and HOSPITAL.
- Supervision. SCHOOL shall retain general responsibility for all instruction, supervision, control, evaluation, and related matters concerning student participation in the clinical program at HOSPITAL, subject to such sharing of responsibility with HOSPITAL as shall be agreed upon by HOSPITAL and SCHOOL. Student discipline shall be the exclusive responsibility of the SCHOOL.

- G. Proof of Immunity. SCHOOL shall provide HOSPITAL, prior to a student's arrival at the HOSPITAL, with proof of immunity and evidence of TB screening consistent with HOSPITAL employee health policy and notify the HOSPITAL if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HOSPITAL would be placed at risk if treated by a particular student, HOSPITAL reserves the right to refuse to allow such student to participate in experiences at HOSPITAL. Immunity documentation includes vaccination or titers for rubeola, rubella, varicella, and Hepatitis B. TB screening requires that students have a negative PPD skin test, or, if known to be PPD positive, a negative chest-x-ray, and no symptoms of TB. HOSPITAL is not financially responsible for providing these tests for students.
- H. Backgrounds. SCHOOL shall provide proof of a lawful background check, which shall include at a minimum: verification of social security number, verification of employment and personnel references, a felony criminal search; and a sanction search of the Department of Health and Human Services, Office of Inspector General, for listing as debarred, excluded or otherwise ineligible for federal program participation (<http://oig.hhs.gov/fraud/exclusions.html>).
- I. Drug Testing. SCHOOL shall provide proof that drug testing of student has been completed and is negative for illegal substances.
- J. Communication of Student Responsibilities. SCHOOL shall notify the students that they must:
1. Follow clinical and administrative policies, procedures, rules and regulations of HOSPITAL.
 2. Arrange their own transportation to the facility.
 3. Provide their own health insurance.
 4. Assume responsibility for necessary immunization and TB screening, provide proof of immunity and evidence of TB screening consistent with HOSPITAL employee health policy prior to arrival at the HOSPITAL, and inform the HOSPITAL of any known infectious or communicable diseases.
 5. Maintain confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the hospital experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience. Students are subject to immediate termination if inappropriate disclosure occurs.
 6. Follow the dress code of the HOSPITAL and wear name badges identifying themselves as students.
 7. Attend an orientation of HOSPITAL facilities provided by SCHOOL instructors or HOSPITAL staff.. Instructors and precepted students shall receive an orientation from the HOSPITAL as appropriate.
 8. Provide services to the HOSPITAL's patients under the direct supervision of a faculty provided by SCHOOL or HOSPITAL-provided preceptors.
 9. Notify HOSPITAL immediately of any violation of federal or State laws at the HOSPITAL.
 10. Provide proof that drug testing has been completed and is negative for illegal substance. The student must also remain drug free at all times when providing patient care or other services at any of the HOSPITAL's Facilities. Students are subject to "Reasonable Suspicion" drug testing by the HOSPITAL, according to the standard policy of the HOSPITAL. HOSPITAL may request immediate termination of any student who does not comply with this policy. A positive drug test is also grounds for immediate and permanent removal of a student from the HOSPITAL.

II. HOSPITAL'S RESPONSIBILITIES

- A. Experience. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate hospital experience.
- B. Patient Care. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

- C. Accreditation. Upon request, HOSPITAL shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the SCHOOL's students.
- D. HOSPITAL Designee. HOSPITAL shall designate a member of its staff to participate with the designee of SCHOOL in planning, implementing and coordinating the training Program.
- E. Records and Evaluations. HOSPITAL shall provide student evaluations to the SCHOOL upon request by the SCHOOL.
- F. Supplies. HOSPITAL shall provide supplies and equipment customarily available on HOSPITAL premises for class demonstration and instruction of student.
- G. Facilities. HOSPITAL shall provide space for classroom and conference room use, provide facilities for the changing of uniforms and for storage of clothing and personal effects, and allow students and instructors, at their own expense, to use cafeteria facilities used by HOSPITAL personnel, all to the extent that such space is available and as HOSPITAL may agree from time to time.
- H. Withdrawal of Students. HOSPITAL may request SCHOOL withdraw any student who is not performing satisfactorily in the Program, or who refuses to follow HOSPITAL's administrative policies, procedures, rules and/or regulations, or violates federal or State laws. Such request may be in writing and must include a statement as to the reason(s) for the request. Prior to taking such actions under this provision, HOSPITAL shall confer with the appropriate SCHOOL representatives regarding the basis of any proposed exclusion and shall cooperate with SCHOOL in discharging any SCHOOL obligations related to such exclusion.
- I. First Aid. HOSPITAL shall, on any day when student is receiving training at its Facilities, provide to student necessary first aid for accidents occurring in its Facilities. Except in such emergencies, HOSPITAL shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such medical or surgical care rendered in the same manner as any other patient. HOSPITAL shall promptly notify SCHOOL of any illness or injury received by student or SCHOOL faculty member resulting from participation of such student or faculty member in a clinical experience at HOSPITAL pursuant to this Agreement.
- J. Student Role. Student shall perform in a training capacity only and shall not treat patients in lieu of trained professionals employed by HOSPITAL. Students shall perform services for patients only when under the supervision of a qualified professional.

III. **NON-DISCRIMINATION:** The parties agree that all students participating in clinical and non-clinical hospital experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

IV. **STATUS OF STUDENTS:** It is expressly agreed and understood by SCHOOL and HOSPITAL that students under this Program are in attendance for educational purposes, and such students are not considered employees of HOSPITAL for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. However, nothing in this Agreement is intended to restrict the employment by Agency of students in any capacity for part-time work outside of this Agreement, nor shall any provision in this Agreement be construed to apply to such outside part-time work.

V. INDEMNIFICATION

- A. Notwithstanding any other provision herein, SCHOOL agrees to indemnify, defend and hold harmless HOSPITAL and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature,

including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students in the performance of the activities or SCHOOL's responsibilities and privileges under this Agreement. SCHOOL shall also indemnify and hold HOSPITAL and its directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of workers compensation claims by students. The obligations of SCHOOL pursuant to this paragraph shall not extend to any proportion of liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which HOSPITAL or its directors, officers, employees, or agents may incur as a result of the negligence or other intentional acts or omissions of HOSPITAL or its officers, directors, employees or agents. For purposes of this provision, students and faculty of the SCHOOL assigned to HOSPITAL under this Agreement shall be deemed to be the agents of the SCHOOL.

- B. Notwithstanding any other provision herein, HOSPITAL agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the HOSPITAL, its agents or its employees in the performance of activities or HOSPITAL's responsibilities and privileges under this Agreement. The obligations of HOSPITAL pursuant to this paragraph shall not extend to the proportion of any liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which SCHOOL may incur as a result of the negligence or other intentional acts or omissions of SCHOOL or its officers, directors, employees, agents, faculty or students.

VI. INSURANCE

- A. SCHOOL agrees to keep in force during the term of this Agreement, at its sole cost and expense, either a policy of general liability and professional indemnity liability insurance from a reputable insurance carrier authorized to transact insurance in California, or general liability and professional indemnity liability coverage under the State Wide Association of Community Colleges (SWACC) joint Powers Authority for Self-Funding of Property and Liability organized under the provisions of California Government Code Section 6500 et seq., to protect against the risk of injury, death, and damage to persons or property as a result of the acts and/or omissions of any SCHOOL or its officers, directors, employees, agents or students.

HOSPITAL also agrees to keep in force, during the term of this Agreement is, at its sole cost and expense, a policy of general liability and professional indemnity liability insurance from a reputable insurance carrier authorized to transact insurance in California to protect against the risk of injury, death, and damage to persons or property as a result of the negligent or otherwise wrongful acts or omissions of HOSPITAL or its officers, directors, employees or agents.

- B. Coverage under the foregoing shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage as required by the California Worker's Compensation Insurance and Safety Act. By this Agreement SCHOOL assumes and relieves the HOSPITAL of, and indemnifies and holds HOSPITAL harmless from, all liability therefore if any there be, and any such liability which hereafter may exist under said State Compensation Act because of injuries arising out of and in the course of said performance of any duties whatsoever under the terms of this Agreement; provided, however, that the SCHOOL shall not assume nor relieve HOSPITAL from tort liability arising from the tortious conduct of HOSPITAL'S officers, agents, or employees In the event SCHOOL does not carry workers' compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than \$10,000.
- D. Both parties shall provide the other with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the other of the cancellation of

such insurance. Both parties shall further promptly notify the other of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement shall continue on a year-to-year basis unless terminated by written notice thereof, delivered by either party to the other party at least 30 days prior to any anniversary date thereof..
- C. Termination.
 - 1. Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2. Without Cause. Either party may terminate this Agreement without cause with 30 days prior written notice. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given, unless the unit in which student is assigned ceases to operate.

VIII. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties, provided that before the amendment is in writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.
- C. Arbitration. The parties agree to meet and confer to resolve any disputes and differences that may arise between the parties hereto concerning construction, interpretation, performance, operations, or breach of the matters referred to in this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the American Health Lawyers Association or such other organization as the parties mutually agree. The arbitration shall take place in the county where HOSPITAL is located.
- D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

- G. **No Monetary Obligations.** Except as specifically provided in this Agreement or in any subsequent amendment hereto, no Monetary obligation on the part of SCHOOL or HOSPITAL is hereby created. Consideration for the Agreement is furnished by the mutual promises of the parties
- H. **Entire Agreement.** This Agreement is the entire Agreement between the parties, and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- I. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- J. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- K. **Notices.** Any notices required under this Agreement shall be deemed given when personally delivered, e-mailed or mailed by certified or registered mail, return receipt requested, postage prepaid, to the following individuals at the addresses set forth below:

Notice to the HOSPITAL:

Nancy Dyar, Director of Planning (Contract), 510-727-2712, dyarn@sutterhealth.org
Rose Corcoran(Nursing Programs-Eden), 510-727-2704, corcorr@sutterhealth.org
Ann Yungert (EMT programs-Eden), 510-889-5048, yungera2@sutterhealth.org
Dorothy Holmes (EMT programs-San Leandro), 510-667-4532, holmesd@sutterhealth.org
Bret Stover (Surgical Technology), 510- 727-2700 x8227 stoverb@sutterhealth.org
Jen Huang (Pharmacy Technology), 510-889-5028, huangjy@sutterhealth.org

**Eden Medical Center
20103 Lake Chabot Road
Castro Valley CA 94546
FAX Number 510-889-6506**

Notice to the SCHOOL:

Dale Wagoner, Dean of Health Science, Physical Education, and Athletics (Contract), 510-723-7202, dwagoner@chabotcollege.edu

Nancy Cowan (Nursing Programs-Chabot), 510-723-6871, ncowan@chabotcollege.edu

**Chabot College
25555 Hesperian Boulevard
Hayward CA 94545**

Neal Ely, Dean of Academic Services, (EMT Programs-Las Positas), 925-424-1182
nely@laspositascollege.edu

Alexander Bachelor (Surgical Technology), abachelor@laspositascollege.edu

Janice Noble, Dean (Pharmacy Technology), jnoble@laspositascollege.edu 925-424-1324

**Las Positas College
3033 Collier Canyon Road
Livermore, CA 94551-9797**

Lorenzo Legaspi (Vice-Chancellor of Business Services), llegaspi@clpccd.org 925-485-5203

**Chabot-Las Positas Community College District
5020 Franklin Drive**

Pleasanton, California 94588

Either party by a written notice to the other party may change the address or the names of the persons or parties to receive written notice.

- L. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- M. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- N. Waiver of Provisions. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- O. Compliance with Law and Regulatory Agencies. HOSPITAL and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (1) the operation of the HOSPITAL; (2) the licensing of health care practitioners; and (3) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of HOSPITAL, its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.
- P. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- Q. Non-Exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services covered by this Agreement.
- R. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.
- S. Confidentiality. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of HOSPITAL. SCHOOL shall warrant to HOSPITAL that each student has received appropriate training in the student's duty to maintain the confidentiality of patient and HOSPITAL proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information (Protected Health Information). Such laws include, without limitation, the Health Insurance Portability and Accountability ("HIPAA") Act of 1996, and its attendant regulations, as amended from time to time, and the California Confidentiality of Medical Information Act. HOSPITAL reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of HOSPITAL's workforce, as defined by HIPAA. No HOSPITAL patient information may be disclosed to or shared with SCHOOL or its employees or agents during the course of the Program unless HOSPITAL has received express written patient authorization. HOSPITAL shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall only use de-identified information

(as defined by HIPAA) in any discussion with SCHOOL, its employees and agents. The provisions of this paragraph shall survive the termination of this Agreement.

IX. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HOSPITAL

SCHOOL

By: _____
Nancy Dyar, Ph.D.

By: _____
Lorenzo Legaspi

Title: Director, Planning and Organizational
Development

Title: Vice-Chancellor Business Services

Date: _____

Date: _____