

Affiliation Agreement

This Affiliation Agreement is entered into this 20 Day of April 2010
Between Chabot-Las Positas Community College District, herein after referred to as

THE EDUCATIONAL INSTITUTION and

Facility- TRACY SURGERY CENTER
Address: 2160 West Grantline Road Suite 120
City: Tracy
State / Zip: CA.95377

herein after referred to as **THE FACILITY**.

The EDUCATIONAL INSTITUTION is in the business of training entry-
level: **Surgical Technologists**

THE FACILITY provides medical services and is willing to affiliate with THE EDUCATIONAL INSTITUTION to conduct an Extemship Program within the terms and conditions set forth herein.

EDUCATIONAL INSTITUTION:

Lorenzo S. Legaspi, Date
Vice Chancellor, Business Services

THE FACILITY:

Jess Medina for BC 4/29/10
Jess Medina, Nurse Director Date
Tracy Surgery Center

Contact(s)

EDUCATIONAL INSTITUTION:

Alexander Bachelor, Program Director/Faculty
Print Contact Name/Title
(925) 424-1347 (fax # 925-456-0705)
Phone Number with Area Code and Extension

THE FACILITY:

Jess Medina, Nurse Director
Print Contact Name/Title
(209) 836-5680 (fax # 209-836-5778)
Phone Number with Area Code and Extension

Affiliation Agreement

WITNESSETH

THE EDUCATIONAL INSTITUTION agrees to perform the duties set forth below:

1. THE EDUCATIONAL INSTITUTION will plan the educational program in THE FACILITY including programming, administration, matriculation, promotion, and graduation.
2. THE EDUCATIONAL INSTITUTION will maintain records and reports of the student's externship experience for a period of at least four (4) years.
3. THE EDUCATIONAL INSTITUTION will notify THE FACILITY in advance of the planned externship, to include area, date of arrival, and name of student. This schedule will require approval by THE FACILITY, which shall not be unreasonably withheld.
4. THE EDUCATIONAL INSTITUTION will use reasonable efforts to cause compliance by assigned students with the rules and regulations of THE FACILITY, including preservation of the confidential nature concerning patient information and patient records.
5. THE EDUCATIONAL INSTITUTION will provide a copy of the performance objectives for the externship experience and the assurance that the students are theoretically prepared for meeting those objectives.
6. THE EDUCATIONAL INSTITUTION will make arrangements for evaluating the student's performance while on externship.
7. THE EDUCATIONAL INSTITUTION will provide an extern evaluator to visit and evaluate students assigned to THE FACILITY in the metropolitan area twice during the externship. For the student placed outside the metropolitan area, THE FACILITY will be contacted by phone on a weekly basis by the extern coordinator or designee of THE EDUCATIONAL INSTITUTION.
8. THE EDUCATIONAL INSTITUTION agrees to defend, hold harmless, and indemnify THE FACILITY, it's officers, employees, agents and representatives against all liabilities, obligations, damages, claims, costs and expenses (including reasonable attorneys' fees) which result from or arise out of the EDUCATIONAL INSTITUTION'S performance or obligations under this Agreement or any student's participation in the Extern Experience.

9. THE EDUCATIONAL INSTITUTION shall provide evidence of liability insurance coverage or of financial responsibility acceptable to THE FACILITY, as assurance of its accountability for any such losses, liabilities, or expenses.
10. THE EDUCATIONAL INSTITUTION will carry comprehensive professional liability insurance and will furnish copies of said policy and endorsement to THE FACILITY. Said insurance is to be not less than \$1,000,000/\$3,000,000.
11. THE EDUCATIONAL INSTITUTION will provide evidence of adequate screening of the students to assure THE FACILITY freedom from communicable tuberculosis and immunity to rubella, and will provide a copy of said report upon request. Per OSHA guidelines (July 6, 1992), students will have documentation regarding the receiving/declining of the Hepatitis B Vaccination,
12. THE EDUCATIONAL INSTITUTION will require students to submit a physical examination and immunization report (as appropriate and determined by THE FACILITY) on entrance to affiliation program, and assume responsibility for any additional test(s) required by THE FACILITY. THE EDUCATIONAL INSTITUTION must approve additional testing prior to administration of said tests.
13. Participants in THE EDUCATIONAL INSTITUTION programs agree to abide by existing and any rules or regulations implemented by THE FACILITY during their externship.

THE FACILITY shall have the following rights and duties:

14. THE FACILITY shall retain the right, at its sole discretion, to exclude any individual at any time from the externship area. THE EDUCATIONAL INSTITUTION shall be notified of any such occurrence.
15. THE FACILITY agrees to take at least one student per the externship rotation. Externship placement is dependent, however, on patient census.
16. THE FACILITY will make arrangements for evaluating the student's performance while on externship.
17. THE FACILITY has the right to terminate, with reasonable cause, any student from the externship upon giving notice to THE EDUCATIONAL INSTITUTION.

18. THE FACILITY agrees to defend, hold harmless, and indemnify the EDUCATIONAL INSTITUTION, its officers, employees, agents, and representatives against all liabilities, obligations, damages, claims, costs and expenses (including reasonable attorneys' fees) which result from or arise out of THE FACILITY'S performance or obligations under this Agreement.
19. Neither THE EDUCATIONAL INSTITUTION nor THE FACILITY will discriminate against any person based on race, color, religion, sex, or national origin.
20. Each party shall comply with all federal, state and municipal laws and regulations which are applicable to the performance of this agreement, the parties agree to comply with Titles 6 & 7 of the Civil Rights Acts of 1964 title 9 of the education amendments of 1972, section 504 of the rehabilitation act of 1973, executive order 11.246 and the related regulations to each. Each party assures that it will not discriminate against any individual included, but not limited to employees or applicants for employment and or students because of race religion, creed, color, sex, age, handicap, veteran status or national origin and to take affirmative action if applicable to insure equity and nondiscrimination in employment practices.
21. THE FACILITY will make available, at no charge, the externship area and the practical instruction for the externship experience.
22. The educational experience provided by THE FACILITY shall be of such quality so as to provide the student(s) with a sound externship experience and to reinforce professionalism. THE FACILITY will provide experienced preceptors for the externship experience.
23. References or transcripts pertaining to the students shall be provided to THE FACILITY upon written authorization of the student. It is understood and agreed that THE FACILITY shall not provide this information to a third party without further written authorization by the student (Family Rights and Privacy Legislation of 1974).

TERM AND TERMINATION

This agreement shall be for the term set forth below:

24. The term of this Agreement shall be one year, commencing on April 20, 2010 and shall continue in full force and effect for a period of one year, unless earlier terminated by the parties upon (i) mutual consent, (ii) upon ninety days prior written notice, with or without cause, by either party, or (iii) as otherwise set forth herein. After the initial one-year term of this Agreement, this Agreement shall automatically renew for successive one-year terms unless either party gives notice of non-renewal at least ninety days prior to the next renewal date. Students participating in a clinical affiliation at a facility at the time of notice of termination shall be given the opportunity to complete their clinical program at the Facility, such completion not to exceed three months.
25. Any students enrolled in the ongoing programs at the time of such termination shall be given the opportunity by THE FACILITY and THE EDUCATIONAL INSTITUTION to complete the requirements of the program as offered at the time of their entry and in compliance with the conditions in this AFFILIATION AGREEMENT.

MISCELLANEOUS

26. This AFFILIATION AGREEMENT shall be subject to review, as the need may arise, in order to consider any amendment by THE EDUCATIONAL INSTITUTION and THE FACILITY.
27. This AFFILIATION AGREEMENT contains the entire understanding of the parties, and supersedes any prior understandings and agreements, written or oral, respecting the subjects herein.