

## AGREEMENT FOR TRAINING FOR ACADEMIC PURPOSES

This Agreement is between Sutter Central Valley Hospitals, a California nonprofit public benefit corporation doing business as Sutter Tracy Community Hospital (hereafter "FACILITY") and Chabot-Las Positas Community College District (hereinafter "SCHOOL") and is effective as of July 1, 2010.

### RECITALS

- A. FACILITY is a general acute care hospital and is an affiliate of Sutter Health.
- B. SCHOOL has a surgical technology program ("Program") for its student(s), and this Program requires training at FACILITY so that the student(s) can fulfill an academic requirement.
- C. It is to the mutual benefit of the parties to this Agreement that student(s)/instructor(s) participating in SCHOOL's Program may use the FACILITY for academic purposes.

NOW, THEREFORE, the parties agree as follows:

### 1. GENERAL INFORMATION

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- A. Primary Contacts. Both parties shall designate primary contacts ("Primary Contact") respectively, who shall coordinate with each other in the planning, implementation and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period of time for each student's training.
- C. Supervision. SCHOOL shall maintain responsibility for student activities and conduct while in the FACILITY, and shall maintain supervision over the Program (including all grading). However, FACILITY shall provide appropriate training, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.
- D. Faculty/Clinical Preceptors. SCHOOL shall provide instructor(s) to supervise all instruction and student activities for the Program in FACILITY except for any particular course(s) that use clinical preceptors. FACILITY shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).
- E. Orientation. Student(s) and instructor(s) participating in the Program at FACILITY must attend an orientation performed by FACILITY prior to student and instructor assignment (or at least annually). The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.

F. Status of Students/Instructors. It is expressly agreed and understood by SCHOOL and FACILITY that student(s) and instructor(s) under this Program are in attendance for educational purposes, and such student(s) and instructor(s) are not considered employees of FACILITY for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

G. Non-Discrimination. The parties agree that student(s) participating in the Program at FACILITY pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, 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.

## 2. SCHOOL'S RESPONSIBILITIES

A. Student/Instructor Contact Information. SCHOOL shall complete and send to FACILITY information for each student and instructor enrolled in the Program, which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned training. FACILITY shall regard this information as confidential.

B. Schedule of Assignments. SCHOOL shall notify the FACILITY of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than five (5) working days prior to the planned training.

C. Records. SCHOOL shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements.

D. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the student(s) as mutually agreed upon by SCHOOL and FACILITY.

E. Health Policy. SCHOOL shall provide FACILITY, prior to a student's arrival at the FACILITY, with proof of immunity consistent with FACILITY employee health practices and notify the FACILITY if student is a known carrier of an infectious or communicable disease. If such information indicates that patient(s) of FACILITY would be placed at risk by the presence of a particular student, FACILITY reserves the right to refuse to allow such student to participate in the Program at FACILITY. Immunity documentation shall include at a minimum a TB screening, and vaccinations or titers for rubeola, rubella, mumps, varicella, Hepatitis B and influenza. TB screening (two step process) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. FACILITY is not financially responsible for providing these tests for student(s). FACILITY has the same requirements for any SCHOOL instructor(s) participating under this Agreement.

F. Student/Instructor Responsibilities. SCHOOL shall notify each student and instructor that he/she is responsible for:

- 1) Following the policies, procedures, rules and regulations of FACILITY, including the dress code of the FACILITY and the FACILITY's Identity Theft Prevention Program.
- 2) Arranging for his/her own transportation and living arrangements when not provided by SCHOOL.
- 3) Arranging for and assuming the cost of his/her own health insurance.
- 4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test, and drug screening.
- 5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the experience. The discussion, transmission or narration in any form by student(s) or instructor(s) 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. Student(s) and instructor(s) shall use de-identified information only in any discussions with SCHOOL (or SCHOOL's employees or agents not participating as on-site instructors), unless the patient has first given express authorization using a form approved by FACILITY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and regulations thereunder. To preserve patient confidentiality, student(s) and instructor(s) shall not be permitted to use any cameras or camera cell phones in FACILITY.
- 6) Wearing photo ID name badges identifying him/herself as a student/instructor of the SCHOOL.
- 7) Notifying FACILITY management immediately of any perceived or suspected violation of federal or State law at the FACILITY.
- 8) Participating in ward rounds, clinics, staff meetings and/or in-house educational programs as determined by SCHOOL and FACILITY.

G. Background Checks. FACILITY requires a lawful background check for each student and instructor before the planned training. FACILITY is not financially responsible for the background check. Details of the requirements for the background check are set forth in Exhibit A attached hereto. If any information obtained through the background check may indicate that patient(s) of FACILITY would be placed at risk by the presence of a particular student and/or instructor, FACILITY reserves the right to refuse to allow such student and/or instructor to participate in the Program at FACILITY

### 3. FACILITY'S RESPONSIBILITIES

A. Access to Facility. FACILITY shall allow student(s) and instructor(s) in the Program to access FACILITY as appropriate and necessary for the Program, provided that the student(s) or instructor(s) shall not interfere with FACILITY activities. FACILITY shall also provide space

for conferences, as available, and access to FACILITY's Medical Resource Library during normal Library hours.

B. Emergency Health Care/First Aid. FACILITY shall provide to any student or instructor any necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student's or instructor's participation in the Program. Except as provided regarding such emergencies, FACILITY shall have no obligation to furnish medical or surgical care to any student or instructor. Student(s) and instructor(s) will be financially responsible for all such care rendered in the same manner as any other patient.

#### 4. CLINICAL TRAINING

A. Training Capacity. If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by FACILITY. Student(s) shall perform services for patients only when under the supervision of a qualified FACILITY professional. FACILITY and SCHOOL shall coordinate all appropriate supervision.

B. Accreditation. FACILITY shall conform to the requirements of any appropriate accreditation agency overseeing the Program, to the extent that such requirements are not in conflict with applicable FACILITY policies, programs and procedures. Upon request, FACILITY shall permit the appropriate accreditation agency to make site visits to FACILITY to verify the instructional and academic experience of the SCHOOL's student(s).

#### 5. INDEMNIFICATION

A. SCHOOL shall defend, indemnify and hold harmless FACILITY and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents, instructors or students.

B. FACILITY shall defend, indemnify and hold harmless SCHOOL, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FACILITY, its officers, employees, or agents.

#### 6. INSURANCE

A. SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate that protects it and FACILITY against liability

arising from or incident to the use and operation of the FACILITY by the SCHOOL's student(s) or instructor(s).

B. If a student is participating in clinical training with direct patient care, SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate that protects it and FACILITY against liability arising from or incident to the use and operation of the FACILITY by the SCHOOL's student(s) or instructor(s).

C. If any of the above-referenced insurance is made on a "claims-made" basis, and such coverage is later terminated or converted to an "occurrence" coverage (or vice versa), SCHOOL shall also acquire "prior acts" or "tail" coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of three (3) years following termination of this Agreement.

D. The SCHOOL shall also maintain and provide evidence of workers' compensation for all of its employees (including instructors) and students. In the event school does not carry workers' compensation insurance on Students, SCHOOL shall provide evidence of student accident insurance or health insurance for each student with benefits that are no less than \$10,000.

E. SCHOOL shall provide FACILITY, upon FACILITY's request, with proof of insurance evidencing the insurance coverage required under this section. SCHOOL shall also notify FACILITY within ten (10) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.

## 7. TERM AND TERMINATION

A. Term/Renewal. This Agreement shall be effective as of the date first written above, and shall remain in effect for one (1) year ending on June 30, 2011. This Agreement may be renewed upon mutual written agreement of the parties.

B. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with thirty (30) days' advance written notice by either party to the other party. Such termination shall not take effect, however, with regard to student(s) already enrolled until the student(s) has/have completed training for the SCHOOL semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the FACILITY or the unit in which student is assigned ceases to operate.

C. Withdrawal of Student(s)/Instructor(s). FACILITY may request SCHOOL to withdraw from the Program any student or instructor whom FACILITY determines is not performing satisfactorily, or who refuses to follow FACILITY's policies, procedures, rules and/or

regulations, or violates federal or State laws. FACILITY may also deny participation in the Program to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. FACILITY reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. SCHOOL shall comply with any such request by FACILITY within twenty-four (24) hours, unless FACILITY agrees to a longer period of time.

## 8. CONFIDENTIALITY

A. General Confidentiality. This Section 8 is in addition to Section 2.F.5 of this Agreement. 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 FACILITY.

B. Confidentiality Training. SCHOOL shall warrant to FACILITY that each student and instructor has received appropriate training in the student's/instructor's duty to maintain the confidentiality of patient and FACILITY proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws and regulations include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), the California Confidentiality of Medical Information Act, and the Federal Trade Commission's Red Flag Rules on Identity Theft Prevention. FACILITY reserves the right to provide appropriate confidentiality training to the student(s)/instructor(s), and to designate the student(s)/instructor(s) as members of FACILITY's workforce, as defined by HIPAA. Any student(s)/instructor(s) participating in the Program under this Agreement must execute a Confidentiality Agreement (a copy of the template is attached hereto as Exhibit B).

C. Patient Authorization. No FACILITY patient information may be disclosed to or shared with SCHOOL (or SCHOOL's employees or agents not participating as on-site instructors) during the course of the Program unless FACILITY has received express written patient authorization. FACILITY 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 (or SCHOOL's employees or agents not participating as on-site instructors).

## 9. GENERAL PROVISIONS

A. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding SCHOOL's Program and use of FACILITY. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

B. Assignment/Binding on Successors. Neither party may assign its rights or delegate its duties without the express written approval of the other party, which shall not be unreasonably

withheld. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.

C. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in the county where FACILITY is located. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in that same county.

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 accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.

E. Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

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. A photocopy of the executed Agreement may be used as if it were the original Agreement.

G. 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.

H. 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.

I. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

FACILITY: Sutter Central Valley Hospitals, doing business as  
Sutter Tracy Community Hospital  
Attn: Contracts/Administration  
1420 N. Tracy Blvd.  
Tracy, CA 95376

SCHOOL:

Chabot-Las Positas Community College District  
Attn: Vice Chancellor, Business Services  
5020 Franklin Drive  
Pleasanton, CA 94588

J. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.

K. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. 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.

L. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.

M. Compliance with Law and Regulatory Agencies. FACILITY and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the FACILITY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from FACILITY. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply, and shall ensure its student(s) and instructor(s) comply, with all applicable standards and recommendations of The Joint Commission; the bylaws, policies and procedures of FACILITY; and the laws and regulations regarding services provided to patients covered by Medicare and/or Medi-Cal.

N. 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.

O. 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.

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**11. 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.

Date: \_\_\_\_\_

**SUTTER CENTRAL VALLEY HOSPITALS, DOING  
BUSINESS AS SUTTER TRACY COMMUNITY  
HOSPITAL**

By: \_\_\_\_\_

Name: David M. Thompson

Title: Chief Executive Officer

Date: \_\_\_\_\_

**CHABOT-LAS POSITAS COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_

Name: Lorenzo S. Legaspi

Title: Vice Chancellor, Business Services

EXHIBIT A  
BACKGROUND CHECK

**\*\*\*NOT APPLICABLE\*\*\***

EXHIBIT B

CONFIDENTIALITY AGREEMENT

As part of my participation in an educational program ("Program") at a facility affiliated with Sutter Health ("Facility"), I may have access to protected health information ("PHI"), personnel information, and proprietary business information (collectively referred to as "Confidential Information") that may not be disclosed except as permitted or required by law and by Facility policies and procedures. I understand that I am committed to protect and safeguard from disclosure all Confidential Information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not disclose any Confidential Information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold Confidential Information in the strictest confidence and not to disclose such information to any person or in any manner which is inconsistent with applicable law or the policies and procedures of Facility.
- I acknowledge that I may not review any Confidential Information of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my official duties. I will not discuss or allow to be displayed Confidential Information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible, and leaving printed material where it may be openly viewed.
- All Confidential Information obtained from Facility systems remains the property of Facility regardless of physical location or method of storage unless otherwise specified by Facility in writing.
- If I believe that information confidentiality or security may be compromised in any way, either intentional or accidental, I shall contact my direct supervisor and/or the Facility Privacy Officer or Compliance Officer.
- My confidentiality obligation continues indefinitely, including after my participation in the Program at Facility has ended.

Access, attempted access, or release of Confidential Information without the right and need to know for successful completion of Program duties will be considered a breach of confidentiality. I understand that if I breach the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act. This may be grounds for immediate disciplinary action up to and including termination of my participation in the Program at Facility, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_