



Affiliation Agreement for Student Experience

THIS AGREEMENT made and entered into this date, April 30 2010, by and between Chabot Las Positas Community College District ("SCHOOL") and Children's Hospital & Research Center Oakland ("CHILDREN'S"). SCHOOL and CHILDREN'S are hereinafter sometimes individually referred to as "Party" and collectively as "Parties".)

WITNESSETH:

WHEREAS, it is agreed by the Parties to be of mutual interest and advantage that the *Surgical Technology* students and instructors of the SCHOOL be given the opportunity to utilize CHILDREN'S for educational purposes:

NOW THEREFORE, in consideration of the agreements hereinafter expressed and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

AGREEMENT

I. CHILDREN'S SHALL:

- A. Maintain the facilities used for the *Surgical Technology* students' learning experience in such a manner that said facilities shall at all times conform to the requirements of the *Association of Surgical Technologists*.
- B. Assure that CHILDREN'S staff is adequate in number and quality to insure safe, continuous healthcare services to clients for whom CHILDREN'S is responsible.
- C. Permit each student designated by the SCHOOL to receive surgical technology experience at CHILDREN'S in accordance with CHILDREN'S policies and procedures, and furnish and permit such students and SCHOOL surgical technology instructors free access to appropriate facilities and clients for surgical technology experience, including the necessary equipment and supplies for providing services to CHILDREN'S clients. Nothing in this paragraph shall be construed as limiting CHILDREN'S right to apply general restrictions/limitations on student practice of specific procedures.

- D. Provide to SCHOOL the necessary space or facilities for conferences and classes for student instruction by SCHOOL instructors, as available.
- E. Furnish appropriate educational facilities in such a manner that there will be no conflict or overlap in the use thereof between the SCHOOL's surgical technology students and those from other educational institutions.
- F. Retain the right to require the SCHOOL to withdraw from CHILDREN'S any surgical technology student or clinical instructor whose performance is unsatisfactory or whose characteristics and activities are detrimental to CHILDREN'S in carrying out its responsibilities.
- G. Allow surgical technology students and instructors of the SCHOOL to utilize CHILDREN'S eating facilities at the students' and instructors' sole expense, as available.
- H. Permit and encourage members of CHILDREN'S staff to participate in the instruction of surgical technology students following the policies outlined in CHILDREN'S Structure Standards Addendum Q, as they apply to surgical technology. Addendum Q may, from time to time be amended, copies of which shall be made available to SCHOOL.
- I. As time allows, permit CHILDREN'S designated personnel to attend meetings of SCHOOL's surgical technology faculty.
- J. Provide emergency care, at the student's expense, for any student who becomes sick or injured by conditions arising out of or in the course of that student's participation in experience at CHILDREN'S.
- K. Have no responsibility for providing Worker's Compensation, professional liability, health, or any other insurance or liability coverage for the benefit of SCHOOL, its officers, directors, employees, clinical instructors, or students.
- L. Consult with representatives of the SCHOOL and mutually agree with the SCHOOL as to all of the matters referred to in Part II providing for further agreements between parties.
- M. Defend, indemnify and hold harmless the SCHOOL, its trustees, officers, employees, and students, from and against any and all claims, liabilities and losses, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of CHILDREN'S or its directors,

officers, or employees, in conducting the surgical technology program at CHILDREN'S as authorized by this Agreement.

- N. Retain responsibility for surgical technology related duties performed by surgical technology students.

II. **SCHOOL SHALL:**

- A. In consultation with CHILDREN'S designated personnel, plan for the experience to meet the learning needs of surgical technology students assigned to CHILDREN'S.
- B. Designate students enrolled in its Surgical Technology Program who are determined by SCHOOL to be clinically qualified to be assigned for clinical experience in surgical technology at CHILDREN'S at such times and areas and in such numbers as are mutually agreed to by both Parties.
- C. Require the SCHOOL's surgical technology faculty to notify CHILDREN'S in advance of changes in scheduled surgical technology students' assignments within CHILDREN'S.
- D. Provide the necessary surgical technology faculty to supervise and control instruction and surgical technology experience at CHILDREN'S.
- E. Be responsible for (1) directly supervising SCHOOL's surgical technology students assigned to CHILDREN'S, including professional activities and conduct while at CHILDREN'S, and (2) coordinating instruction, supervision, and evaluation of SCHOOL's surgical technology students at CHILDREN'S.
- F. Provide orientation for surgical technology students and instructors assigned to CHILDREN'S and plan such orientation in conjunction with CHILDREN'S Education and Development Department.
- G. Insure that each student has training prior to the beginning of his/her clinical experience in all applicable state or federally mandated topics affecting health care providers, including, but not necessarily limited to, hazardous materials, handling and disposal precautions related to blood-borne pathogens, and patient privacy (HIPAA, etc.).
- H. Keep all attendance and academic records of students participating in said surgical technology program.

- I. Require every surgical technology student and instructor to conform to all applicable CHILDREN'S policies, procedure, and regulations, as they may from time to time be amended (copies of which shall be made available to the SCHOOL), and all requirements and restrictions specified jointly by representatives of the SCHOOL and CHILDREN'S.
- J. Comply with all reasonable requests of CHILDREN'S under Part I above.
- K. Arrange for periodic conferences between appropriate representatives of CHILDREN'S and the SCHOOL, to evaluate the experience of surgical technology students provided under this agreement,
- L. Provide and be responsible for the care and control of any SCHOOL supplies, materials, and equipment used at CHILDREN'S for instruction of surgical technology students.
- M. Require all students to conform to CHILDREN'S health requirements regarding PPD/TB testing and immunization status prior to the start of each student's clinical experience.
- N. Provide proof of current Workers' Compensation Insurance for its surgical technology instructors assigned to CHILDREN'S in a form and amount covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- O. Inform students that they remain students of SCHOOL and that CHILDREN'S in no way assumes any liability under any law relating to Worker's Compensation on account of students receiving this training.
- P. Provide proof of current professional liability (malpractice) insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per year for each surgical technology student and clinical instructor assigned to CHILDREN'S.
- Q. Provide to CHILDREN'S proof of each and all of the insurance coverages required by this Agreement, which proof(s) shall provide that CHILDREN'S is to be notified in writing at least ten (10) days prior to any change in or cancellation of coverage.
- R. Defend, indemnify and hold harmless CHILDREN'S, its trustees, officers, directors, and employees, from and against any and all claims, liabilities and losses, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of SCHOOL or its directors,

officers, employees, instructors or students in conducting the surgical technology program at CHILDREN'S as authorized by this Agreement.

III. GENERAL PROVISIONS

- A. There will be no exchange of funds between CHILDREN'S and the SCHOOL or its students or instructors hereunder.
- B. It is understood between the parties that under no circumstances is any member of the SCHOOL'S surgical technology faculty or student body to be considered an agent or employee of CHILDREN'S by virtue of or with respect to activities conducted under or by virtue of this Agreement.

IV. This agreement shall become effective upon the date shown above and shall continue until terminated by either party by written notice of termination sent by registered mail at least 60 days prior to date of termination to the following:

Attn: CHILDREN'S HOSPITAL & RESEARCH
 CENTER OAKLAND
 Attn: Mari Ikeda, Director
 Staff Education and Development Department
 747 52nd Street
 Oakland, CA 94609

CC: General Counsel

- V. This agreement may be altered, changed, or amended only by mutual agreement of the Parties in a writing signed by an authorized representative of each Party.
- VI. The laws of the state of California shall govern this agreement. Venue for any legal proceeding arising under or to enforce the terms of this Agreement shall be in Alameda County, California.

SCHOOL:
Chabot Las Positas Community College District

CHILDRENS"
Children's Hospital & Research Center Oakland

By: _____

(Print Name)

By: _____
John Hardy

Title: _____
5020 Franklin Drive
Pleasanton, CA 94588

Title: VP Human Resources
747 52nd Street
Oakland, CA 94609

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: Donna Brackley

Title: SVP - Patient Care Services

Date: 2-26-10

SCHOOL:

Chabot-Las Positas Community College District

By: _____

Lorenzo S. Legaspi

Title: Vice-Chancellor, Business Services

Date: _____