

**AFFILIATION AGREEMENT
BETWEEN
THE ALAMEDA COUNTY MEDICAL CENTER
AND
CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT**

THIS AFFILIATION AGREEMENT is made and entered into this 1st day of January, 2011, by and between the Alameda County Medical Center, a Public Hospital Authority, organized and existing under the laws of the State of California, hereinafter referred to as "ACMC" and Chabot Las Positas Community College District, hereinafter referred to as "College", with reference to the following facts:

WITNESSETH:

WHEREAS, College conducts graduate Nursing and Para-Professional education programs which includes, but is not necessarily limited to physician assistants, registered nursing, licensed vocational nursing, certified nursing assistant, medical assistant, orthopedic technician, paramedic, and emergency medical students of Chabot Las Positas Community College District (hereinafter collectively referred to as "TRAINEES" and desires access to facilities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, **ACMC** maintains facilities which can be used to furnish clinical experience to TRAINEES, and **ACMC** desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at **ACMC'S** facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF COLLEGE

College agrees that it shall:

- A. Establish the educational goals and objectives of its graduate resident and student education programs in a manner consistent with the standards and requirements set forth by **ACMC** for program accreditation. Such goals and objectives shall **reflect ACMC's and College's** commitment to providing education and training programs to TRAINEES.
- B. Designate a member of faculty to provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at **ACMC**. Such person shall be the Program Director and shall also act as liaison with **ACMC**. He/she should be certified by the specialty board in the discipline or Resident Programs ("Program") or should possess suitable equivalent qualifications as an

instructor, clinician, and administrator, as determined by **ACMC** Medical Director.

- C. Cooperate with **ACMC** in coordinating and reviewing work schedules of TRAINEES while at **ACMC**. Such schedules shall reflect educational missions and shall not be compromised by an excessive reliance on TRAINEES to fulfill institutional service obligations. **College** shall ensure that its graduate and resident education programs provide appropriate supervision for all TRAINEES, as well as duty hours schedule and a work environment, that is consistent with proper patient care, the educational needs of TRAINEES, and the applicable Program Requirements.
 - 1. TRAINEES must be supervised by faculty in such a way that TRAINEES assume progressively increasing responsibility according to their level of education, ability, and experience. On-call schedules for faculty must be structured to ensure that faculty supervision is readily available to TRAINEES. The level of responsibility accorded to each TRAINEE must be determined by the **College's** faculty.
 - 2. **College** shall ensure that each of its residency programs establishes formal policies governing the duty hours for TRAINEES to promote education and facilitate patient care.
 - 3. **College** shall provide services and develop systems to minimize the work of TRAINEES that is extraneous to their educational program(s). A copy of the **College's** Guidelines concerning hours and working conditions of TRAINEES is attached hereto as Exhibit 3 and incorporated herein.
- D. Assign **College** faculty members, who shall obtain and maintain staff privileges at **ACMC'S** facilities, in sufficient numbers to provide supervision and management of TRAINEES' work while at **ACMC'S** facilities under the direction of the Program Director. Supervisory faculty must qualify for, obtain and maintain a faculty appointment in accordance with academic review and appointment procedures.
- E. Recruit and select TRAINEES who are appropriately credentialed, licensed, or otherwise authorized to participate in **College's** Program.
- F. Provide the names of TRAINEES and their assignments to **ACMC** sufficiently in advance to allow for convenient planning of duty schedules.
- G. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from **ACMC**.
- H. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the various educational activities referred to in this Agreement, as may be required by **ACMC** or for compliance with the regulations, guidelines, and policies of third-party payers.
- I. Require assigned TRAINEES to:

1. Comply with **ACMC'S** applicable Medical Staff By laws & Rules and Regulations, **ACMC'S** policies, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), the ACOE, and the ethical standards of the American Medical Association;
2. Participate, to the extent scheduled or otherwise requested by **ACMC** and approved by **College**, in activities and assignments that are of educational value and that are appropriate to the course and scope of Program, consistent with the requirements of ACOE;
3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury;
4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by the **ACMC**. The medical record shall, at all times, remain the property of the **ACMC**.

II. RESPONSIBILITIES OF ACMC.

ACMC agrees that it shall:

- A. Maintain adequate staff, facilities, and **College** faculty at its premises located at Alameda County Medical Center 1411 East 31st Street, Oakland, CA 94602 and other **ACMC** facilities as needed, to meet the educational goals and objectives of the **College's** Program in a manner consistent with the standards and requirements established by **College** and the ACOE. **ACMC** shall maintain at all times full responsibility for patient and client care.
- B. **ACMC** shall conduct formal quality assurance programs and review patient complications and deaths as follows:
 1. All TRAINEES shall receive instruction in quality assurance/performance improvement. To the degree possible and in conformance with state law, TRAINEES shall participate in appropriate components of **ACMC'S** quality assurance/performance improvement program.
 2. **ACMC** shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness, and care. The medical records system must be adequate to support the education of TRAINEES and quality-assurance/performance improvement activities and to provide a resource for scholarly activity.
- C. Designate, after consultation with **College**, a person to coordinate TRAINEES' duty schedules and activities while at **ACMC**. Such person shall be the Program

Coordinator and shall act as liaison with **College**. The name of **ACMC'S** Program Coordinator shall be provided to **College's** Program Director.

- D.** Implement duty schedules for TRAINEES in conjunction with **College's** Program Director and in accordance with **Program's** educational goals and objectives.
1. **ACMC** shall ensure the Program's educational goals. TRAINEES' learning objectives are not to be compromised by excessive reliance on TRAINEES to fulfill institutional service obligations. Duty hours, however, must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEES are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
 2. **ACMC** shall ensure that TRAINEE duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the TRAINEE. Duty hours shall be consistent with the institutional and ACOE program requirements that apply to each program.
- E.** Protect the health and safety of TRAINEES on rotation at **ACMC'S** health facility by providing each TRAINEE with the following:
1. Orientation of the type and scope provided by **ACMC** to its new employees, including, but not limited to, information about **ACMC'S** security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 2. Instruction in **ACMC'S** policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in **ACMC'S** protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of a needle stick injury to or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by **ACMC**. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and
 4. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities;
- F.** Maintain its license as a general acute care facility and comply with all applicable laws, regulations, JCAHO, and ACOE requirements. **ACMC** shall notify **College**

within five days of receipt of notice that **ACMC** is not in compliance with any such laws, regulations, JCAHO or ACOE requirements.

- G. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of **College** and/or its residency programs.
- H. With respect to any professional services performed by TRAINEES under this Agreement, **ACMC** agrees to inform **College** and its Program Director as follows:
 - 1. Immediately upon initiation of an investigation of a TRAINEE or **College's** faculty member.
 - 2. Within ten days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or **College's** faculty member.
 - 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a **College** faculty member or TRAINEE has been named or in which a settlement is being proposed on their behalf; or
 - 4. Prior to making a report to the National Data Bank or the any applicable California State Board in which a **College** faculty member or TRAINEE is named.
- I. Provide:
 - 1. Adequate and appropriate food services and sleeping quarters for TRAINEES.
 - 2. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
 - 3. An effective laboratory, and radiologic information retrieval system for the appropriate conduct of the educational programs and quality and timely patient care.
 - 4. Appropriate security measures to protect TRAINEES in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

III. COMPENSATION.

- A. TRAINEES assigned to **ACMC** shall be compensated, as necessary and appropriate, by **College** for payment of salaries and benefits. **ACMC** shall not compensate TRAINEES.

IV. STATUS OF TRAINEES.

- A.** During the period in which a TRAINEE is assigned to the **ACMC**, the TRAINEE shall be under the direction and control of the **ACMC** Program Director or, in the Program Director's absence, his/her designee(s).
- B.** It is expressly agreed and understood by **College** and **ACMC** that TRAINEES are present at **ACMC'S** facilities to participate in activities and assignments that are of educational value to TRAINEES, and that are appropriate to the course and scope of **College's** program and consistent with the requirements of the **College**.
- C.** **College** and **ACMC** shall ensure that TRAINEES have the opportunity to:

 - 1. Develop a program of learning to foster continued professional growth with guidance from the teaching staff.
 - 2. Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by **ACMC**.
 - 3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other TRAINEES and students.
 - 4. Participate, as appropriate, in **ACMC** programs and medical staff activities and adhere to established practices, procedures, and policies of the **ACMC**.
 - 5. Have appropriate representation on **ACMC** committees and councils whose actions affect their education and/or patient care.
 - 6. Submit to the **ACMC'S** Program Director, at least annually, confidential written evaluations of the faculty and of the educational experiences.

V. ASSIGNMENT OF TRAINEES.

Commencing on the date of execution of this Agreement and subject to the provision of Section II. Hereof, **College** shall assign TRAINEES for rotation at **ACMC'S** facilities as described in Section II.A of this Agreement.

VI. DISCRIMINATION - PROHIBITION.

College and ACMC agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law.

VII. TERM

The term of this Agreement shall be from January 1, 2011 through December 31, 2014.

VIII. TERMINATION.

- A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.
- B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. INSURANCE.

- A. **College**, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - 1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then College shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
 - 2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. The coverages's referred to under Section IX. of this Agreement shall include ACMC as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of College, its officers, agents, TRAINEER, and/or employees. College, upon execution of this Agreement, shall furnish ACMC with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to ACMC of any modification, change or cancellation of any of the above self-insurance coverage's.
4. Workers' Compensation Insurance in a form and amount covering 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.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

College, upon execution of this Agreement, shall furnish **Alameda County Medical Center** with Certificates of Insurance evidencing compliance with all requirements. Certificate shall further provide for thirty (30) days' advance written notice to ACMC of any modification, change or cancellation of any of the above insurance coverage's.

B. ACMC shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the ACMC shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
2. General Liability Self-Insurance Program with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering 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.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage's required under this Section IX.B.1 and 2 shall not in any way limit the liability of **ACMC**.

X. INDEMNIFICATION.

- A.** **ACMC** shall defend, indemnify and hold **College**, its officers, employees, agents, and **TRAINEES** harmless from and against 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 **ACMC**, its officers, employees, or agents.
- B.** **College** shall defend, indemnify and hold **ACMC**, its officers, employees and agents harmless from and against 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 **College**, its officers, employees, agents, or **TRAINEES**.

XI. COOPERATION IN DISPOSITION OF CLAIMS.

ACMC and **College** agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. **College** shall be responsible for discipline of **TRAINEES** in accordance with **College's** applicable policies and procedures.

To the extent allowed by law, **ACMC** and **College** shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either **ACMC** or **College** to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XII. PATIENT RECORDS.

Any and all of **ACMC'S** medical records and charts created at **ACMC'S** facilities as a result of performance under this Agreement shall be and shall remain the property of **ACMC**. Both during and after the term of this Agreement, **College** shall be permitted to inspect and/or duplicate, at **College's** expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

XIII. ARBITRATION

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq., using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XIV. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XV. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XVI. ASSIGNMENT.

Neither **ACMC** nor **College** shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. **ACMC** may not assign TRAINEES to locations other than those described in Section II.A. without the prior written consent of **College**.

XVII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XVIII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XIX. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XX. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. **ACMC** and **College** agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XXI. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the California.

XXIII. NOTICES.

All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

Alameda County Medical Center
1411 East 31st Street
Oakland, CA 94602
Attention: Healthcare Contracting Department

College Name: Chabot Las Positas Community College District
Attn: Lorenzo Legaspi, Vice Chancellor – Business Services
Address: 5020 Franklin Drive
City, State, Zip: Pleasanton, CA 94588

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CHABOT LAS POSITAS COMMUNITY
COLLEGE DISTRICT

ALAMEDA COUNTY MEDICAL CENTER
A PUBLIC HOSPITAL AUTHORITY

Name

Wright L. Lassiter, III
Chief Executive Officer

Title

5020 Franklin St.

Address/City/State/Zip Code

Date

Telephone Number: (925) 485-5203

Approved as to form

By: via e-mail 11/3/10

Mary Ellyn Gormley

Assistant County Counsel, APMC

Insurance Requirements for Professional Services Contracts

Contractor: You are required to provide evidence of insurance shown for the category selected below. Please provide a copy of this form to your Insurance Agent(s).

Contractor: Use Category that applies to your organization

- Independent Contractor contract under \$10,000 or Employee Contractor, any contract amount
- Use **Category A**
- Independent Contractor (No Employees) over \$10,000 - Use **Category B**
- Independent Contractor w/employees, Corporation, Partnership, LLC, Public Entity, Non-Profit Agency, CBO's - Use **Category C**

CATEGORY A MINIMUM REQUIREMENTS

Automobile Liability⁽⁸⁾
Minimum Limit 15/30/10

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000/\$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
\$1,000,000

CATEGORY B MINIMUM REQUIREMENTS

Commercial General Liability
Minimum Limit \$1,000,000 CSL
Additional Insured Endorsement

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000/\$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
\$1,000,000

Automobile Liability⁽⁸⁾
Minimum Limit \$1,000,000 CSL

CATEGORY C MINIMUM REQUIREMENTS

Commercial General Liability
Minimum Limit \$1,000,000 CSL
Additional Insured Endorsement
Exclude "Exclusion" S2013 & S2005⁽⁵⁾

Automobile Liability
Minimum Limit \$1,000,000 CSL⁽⁸⁾
Any Auto or Non-owned or Hired

Professional Liability⁽³⁾
Medical \$1,000,000/\$3,000,000
Other \$1,000,000
OR

Errors and Omissions Insurance⁽³⁾
 \$1,000,000/3,000,000
 Contract Limit \$ _____

Workers' Compensation
Statutory or \$1,000,000
Employers' Liability \$100,000 (minimum)

**MISCELLANEOUS REQUIREMENTS
(May apply to any category)**

- Fidelity Bond \$ _____
- Crime Insurance \$ _____
- Other _____ Limit \$ _____

Form PR01-00

See Attached Additional Requirements and/or Conditions.

I. Additional Requirements and/or Conditions

1. **All Insurance Certificates showing proof of insurance must include a 30-day notice of Cancellation.** (Except Personal Automobile may show a minimum of 10 days).
2. **College shall indemnify County of Alameda, it's Board of Supervisors, officers, agents employees, and Alameda County Medical Center* its Board of Trustees, officers, agents and employees as Additional Insureds** with respect to services being provided.

*Certificates of insurance may indicate: "County of Alameda and Alameda County Medical Center as Additional Insured". This is acceptable provided that the actual endorsement to the policy is worded correctly. This is also encouraged if you have contracts with other Alameda County Medical Center Departments.

3. **Professional Liability⁽³⁾ or Errors and Omissions Insurance** is required when contractor is required to be either licensed or certified to practice their trade or profession. *Behavioral Science MD's minimum limit \$1,000,000/\$1,000,000 is acceptable.
4. Commercial General Liability coverage shall be equivalent to **ISO form CG 01 01 96.**
5. **All Commercial General Liability policies must include Personal Injury coverage.**

Remove "Exclusion" ⁽⁵⁾ S2013 & S2005. These endorsements exclude coverage for Sexual Harassment, abuse, and molestation, and are required to be removed, if attached, from liability policies where the contractor is providing services to the County's clients and/or community.

6. Commercial/Business Automobile Liability shall be equivalent to **ISO form CA 00 01 06 92.** Independent contractors or employee contractors may provide evidence from their personal automobile insurance company. If use of an automobile while servicing the contract is incidental or minimal, the contractor may submit a copy of their personal automobile declaration page if they incur problems obtaining a certificate.
7. Contractors that hire vehicles or have employees or volunteers that use their personal vehicles shall provide non-owned automobile liability coverage.
8. If contractor⁽⁸⁾ is providing transportation services e.g. transporting clients or goods, \$1,000,000 automobile liability and an additional insured endorsement is required. This requirement is automatic is the transportation condition applies.
9. For Contracts over \$25,000 insurance companies shall have a minimum Best Rating of A- VII or subject to approval by Risk Management. Risk Management must review all contracts over \$25,000.
10. If contractor is self-insured for any of the required coverages, contractor must submit evidence satisfactory to the County of contractor's financial ability to respond to losses or claims for each self-insured coverage. Governmental Agencies may provide a letter of self-insurance.
11. Professional Liability Deductibles: Risk Management must approve Deductibles over \$25,000.
12. Contractors are responsible for payment of all insurance deductibles.
13. Contractor's insurance must be primary to any other insurance available to the Alameda County Medical Center with respect to any claim arising out of this contract or agreement.

Address Certificate of Insurance to:

Alameda County Medical Center
1411 East 31st Street
Oakland, CA 94602
Attention: Healthcare Contracting

Credentialing Information

Contractor is required to adhere to the same standards of credentialing as hospital employees. Such credentialing is required for:

- Professions providing services as part of a contracted agreement with the medical center.
- Health professionals who are employed by a licensed independent practitioner and provide services under the direction of that credentialed licensed practitioner.
- Law enforcement officers who are guarding patients who are in police custody.

HOSPITAL MISSION STATEMENT

Alameda County Medical Center is committed to maintaining and improving the health of all County residents, regardless of their ability to pay.

The Medical Center will provide comprehensive, high quality medical treatment, health promotion and health maintenance through an integrated system of the hospitals, clinics, and health services staffed by individuals who are responsive to the diverse cultural needs of our community.

The Medical Center, as a training institution, is committed to maintaining an environment that supportive of a wide range of educational programs and activities. Education of medical students, interns, residents, continuing education for medical, nursing and other staff along with medical research, are all essential components of our environments.

BOMB THREAT

Instructions: Be calm, be courteous, listen, and do not interrupt the caller. Notify supervisor/security by a prearranged signal while caller is on line.

Obtain the following information:

Where is the device? Attempt to ascertain the exact location.

When is the device scheduled to detonate? Ask this question only if the caller has not so stated.

What type of device is it? Attempt to find out what it looks like and the type of explosive, i.e., dynamite, gunpowder, incendiary.

Why did you plant the device?

When did you plant the device?

WHO TO NOTIFY

The employee receiving the bomb threat call, after recording all of the information received, should notify the Chief Operating Officer, or Chief Executive Officer, or Assistant Hospital Administrator.

- Highland Campus – 510-437-4100 Sheriff's Department
- John George Pavilion – 510-481-4144 Sheriff's Department (Eden Substation)
- Fairmont Campus – 510-481-4144 Sheriff's Department (Eden Substation)

GENERAL SAFETY/BACK SAFETY x44354

Policy Statement: An awareness of safe work practices and conditions are of great importance to maintain a safe healthful work environment.

General Procedure

- | | |
|--|---|
| <ul style="list-style-type: none">• Report any unsafe conditions or acts• Walk, don't run | <ul style="list-style-type: none">• Open doors carefully• Always use proper tools and equipment on the job |
|--|---|
- Wear appropriate clothing for the job, including protective equipment and attire when procedures call for it.

SMOKING POLICY

Alameda County Medical Center is a non-smoking facility. Employees and visitors who smoke must do so outside the building in designated areas.

Compliance with our non-smoking policy is enforced by local ordinance and by regulations imposed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Patients who smoke are given permission by their physicians to smoke outside of the building. Ambulatory patients may walk outside. Non-ambulatory patients with permission from their physician may leave via wheelchair and escorted by staff.

CODE BLUE

Code Blue is a life-threatening emergency involving any individual who is in urgent need of medical attention. Immediate action must be taken to summon assistance.

At Highland Campus:

- Dial **510-437-4100** or **x44100**
- Say Code Blue and the exact location of the emergency (i.e. digits of the room number or location of patient in distress and nursing station if applicable).
- The operator will announce Code Blue and the exact location over the paging system.
- A Code Blue Team will respond to this request for assistance.

At John George Pavilion:

- Dial **911**
- Give requested information

At Fairmont Campus:

- Dial **911**
- Give specific directions to location

CODE PINK

Code Pink is used to ensure a timely and appropriate action of hospital staff when there is a suspected infant abduction. When a staff nurse is aware that the "alarm tag" has activated the system in accident or the situation is a False Alarm, notify the Sheriff's Department- AS SOON AS POSSIBLE. The Sheriff's Department will coordinate with the security services to initiate traffic control and will contact the Administrator responsible for Security and the Oakland Police Department.

Code Pink

- Highland Campus **510-437-4100** or **x44100**

CODE RED

All employees are required to know the following information:

- Your specific roles in a fire
- The location of the fire equipment in your work area (fire alarm boxes, extinguisher, fire hoses).
- The evacuation route for your department

Follow these immediate actions (RACE):

Rescue Remove Patient from immediate fire hazard.

Alert Activate the nearest fire alarm box, close any doors.
Confine Contain the fire. Close all doors and windows around a fire to help contain the fire in a given location.
Extinguish the fire if possible. Be prepared to move all patients to a safe area away from the fire and ACMC if necessary.

These actions should be undertaken simultaneously – the important thing is to act quickly. All fires are to be reported no matter how small.

In the event of a fire, the fire alarm system will ring and report at the switchboard. The operators will ten page: 904 and the location. Those areas of ACMC with no overhead page will be contacted via the revised “communications tree” or group pager. When the fire is out, or the drill is completed, the announcement over the paging system will be: “All clear on 904”, and the communications tree” or group page initiated to signal ALL CLEAR.

YELLOW ALERT (EMERGENCY PREPAREDNESS)

- Have your Alameda County Medical Center identification badge with you at all times. This badge will allow you to get through a roadblock, purchase gasoline and get into the hospital during a disaster.
- Prepare your home and family for an earthquake. Designate a location for family members to wait for you to contact them.
- Keep your supervisor informed of any phone or address changes.

During a disaster, the PBX operator will page: “Attention please. Attention please. There is a Yellow Alert. Repeat there is a Yellow Alert. The Disaster Plan is in effect. All visitors please remain where you are and await instructions from our staff.”

During a Disaster, every employee must:

- Return to your department or assigned work area unless you are to report to the Personnel Pool.
- Come to work if scheduled, if at all possible.
- Stay home if not scheduled for work. You will be called if you are needed.
- Enter the Medical Center through employee-designated entrances (i.e., front door, Vallecitos Lot, E Wing Lot, etc.)
- Wear your ACMC photo I.D. badge; it will be required to enter the Medical Center.

For complete details, refer to the Medical Center’s Disaster Plan.

HAZARD COMMUNICATION (MSDS)

Purpose

- Identify and evaluate the presence of hazardous substances in the workplace.
- Advise, educate and train employees on the presence of and proper use of hazardous substances.
- Reduce the incidence of chemical related occupational injuries and illnesses.
- Satisfy mandate by OSHA (Occupational Safety and Health Administration).

Material Safety Data Sheets (MSDS)

All hazardous chemicals must have and MSDS. MSDS’s are provided by the manufacturer of the chemical or product. However, if the producer does not provide an MSDS, the department’s manager becomes responsible for securing the MSDS. This can be done by requesting the MSDS directly from Material Management.

Remember, the MSDS is the resource for information on the hazardous substances. The MSDS contains

information on spill procedures, exposure, first aid, hazardous properties if the chemical, etc.

Spill Procedure

A. **Minor Spill** is a situation easily controlled and cleaned by the department a does not result in injury. The department does not require assistance from other departments. Refer to Safety Manual, Procedure Titled: Hazardous Materials Spill

Under 1001ml – Employee follows MSDS instructions

B. **Major Spill** is a situation that cannot be controlled and results in injury and requires emergency assistance. In the event of a major hazardous material spill:

- Contact immediate supervisor
- Isolate contaminated area
- ACTIVATE the nearest fire alarm and call:

Highland Campus 510-437-4800 or x44000

John George Pavilion Campus 510-481-4144 or x54150

Fairmont Campus 510-437-4800 or x44000

C. ACMC spill procedures shall comply with all California OSHA blood-borne pathogen requirements

RESTRAINTS

Definition: Refers to either physical restraints or a drug that is being used as a restraint (chemical restraint)

Clinical Policy Statement: Restraints may only be used if needed to improve the patient's well being and less restrictive interventions have been determined to be ineffective in protecting the patient and others from harm.

Administrative (Law Enforcement) Restraints:

The use of handcuffs or other restrictive devices applied by law enforcement officials is for custody, detention, and public safety, and is not involved in the provision of patient care. Therefore, the use of restrictive devices applied and monitored by law enforcement officials is not considered restraints under the medical center's restraint policy.

For the full policy, refer to policy – "Restraint Use: Acute" located in the Clinical Practice Manual

Health Screening Clearance

The health screening process required under this Agreement can be met by the following requirements prior to providing any on-site services at **ACMC** or any **ACMC** facility:

1. **Tuberculosis (TB) clearance**

- A. A two-step Tuberculin skin test is initially required. Documentation of TB skin test administered within the last twelve months shall be considered as step one. The second TB skin test must be completed at least one week after the first TB skin test.
- B. If there is a history of a positive TB skin test, documentation of a positive TB skin test is required. *Documentation of a chest x-ray (CXR) within the last 12 months and completion of a TB symptom review is required.* BCG vaccine does not preclude the need for TB skin testing or CXR. After one baseline of a negative CXR, annual symptom review is sufficient.
- C. Annual verification indicating freedom from the presence of infectious tuberculosis is required.

2. **Rubella, Rubeola and Mumps**

Immunity can be demonstrated via serological evidence or documentation of vaccination (MMR).

3. **Varicella (Chicken Pox)**

Immunity can be demonstrated via report of disease, serological evidence or documentation of vaccination.

4. **Hepatitis B**

Immunity can be demonstrated via serological evidence or documentation of the vaccine series. Hepatitis B vaccination is highly recommended for personnel with potential for exposure to blood or other potentially infectious materials.

5. **Influenza**

CDC guidelines for influenza must be met annually by vaccination or attestation that vaccination has been declined.

ACMC Employee Health Services (EHS) provides TB skin testing as well as immunity testing and vaccinations relative to Sections 2-5 above for a fee.

Contact ACMC EHS for questions or appointments regarding the health screening process.

Exhibit F

Employee Health Services Fee Schedule

Effective 04/16/10

SERVICE TYPE	FEE PER SERVICE	(√) Service required
Tuberculosis Testing 1- Step	\$35.00	
Tuberculosis Testing 2 –Step	\$55.00	
PROOF OF IMMUNITY TESTING		(√) Service required
Rubella titer (German Measles)	\$118.00	
Rubeola titer (IgG)	\$36.00	
Hepatitis B Surface Antibody Testing	\$36.00	
Hepatitis C Antibody	\$36.00	
MMR titer (combined)	\$205.00	
Mumps titer	\$85.00	
Varicella titer (Chicken Pox) IgG	\$36.00	
Pre-employment physical exams	\$95.00	
Chest x-ray	\$198.00	
Respiratory fit testing	\$65.00	
VACCINATIONS/IMMUNIZATIONS	PER DOSE FEE	(√) Service required
Hepatitis B vaccine (requires 3 doses to complete)	\$69.00	
Varicella (Varivax) (requires 2 doses to complete)	\$104.00	
Tetanus diphtheria	\$41.00	
Tetanus, Diphtheria, Pertussis (Tdap)	\$67.00	
MMR	\$75.00	
Mumps	\$25.00	
Influenza (flu vaccine)	\$31.00	
Urinalysis with microscopic, if indicated lab work	\$31.00	

Before services are rendered, fees must be paid at the cashier's office
(Fairmont Campus E Building)

Please provide receipt from cashier to Employee Health office at the time of appointment.
An appointment can be scheduled by calling 510.346.7551.