

**EXTERNSHIP AGREEMENT
B E T W E E N
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT;
SURGICAL TECHNOLOGY PROGRAM
A N D
ALTA BATES SUMMIT MEDICAL CENTER**

This Clinical Education Agreement (this "Agreement") is made and effective as entered into this 21st day of June 2011 by and between Chabot-Las Positas Community College District (hereafter referred to as the "District") and Alta Bates Summit Medical Center (hereafter referred to as the "Externship Site").

RECITALS

WHEREAS, the District is the owner and operator of a program in the education of Surgical Technology, requiring certain off site educational facilities; and

WHEREAS, the Externship Site is the operator of a facility in which these certain off site facilities presently exist; and

WHEREAS, the parties herein referred to are desirous of entering into this Agreement as a statement of their respective agreements and responsibilities during the term of this Agreement;

NOW, THEREFORE, in consideration thereof, the District and Externship Site functioning collectively, herein agree to carry out the responsibilities as set forth in this Agreement as follows:

I. IT IS MUTUALLY AGREED THAT:

- A. The District and the Externship Site will designate Liaisons. The designated Liaisons for both the District and the Externship Site shall meet as often as necessary to discuss issues of mutual concern and to decide whether or not any changes are necessary in their effective agreement before renewal.
- B. Students and instructors are not agents, servants, or employees of the Externship Site, And they are not entitled to compensation of any nature for their activities at the Externship Site, and they are not entitled to any benefits accruing to employees of the Externship Site; and such students are under supervision of the designated Liaison at the Externship Site who is an employee of the Externship Site, while they are participating in the training experience at the Externship Site.
- C. The educational program content definition of formulation shall be collaborative responsibility of the District and Externship Site.

- D. It is the responsibility of the Externship Site Liaison to be aware of each student's performance and to report pertinent information to the District Liaison responsible for the student.
- E. In the event that either the District or the Externship Site is experiencing a work stoppage, this Agreement will temporarily lapse until settlement is officially reached.
- F. Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.
- G. District shall indemnify, defend and hold harmless the Agency against: (i) any and all liability arising out of the 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 District'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.
- H. Agency shall indemnify, defend and hold harmless the District against: (i) any and all liability arising out of the Agency's failure to comply with the terms of this agreement, and any injury, loss, claims, or damages arising from 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 costs and expenses, including reasonable legal expenses, incurred by or on behalf of the District in connection with the defense of such claims.

II. THE EXTERNSHIP SITE AGREES TO:

- A. Student enrolled at the District shall be permitted to utilize the Externship Site supplies, equipment, and its resources already in place that are essential for (1) for patient care services in which the student is involved and (2) to meet the clinical experience requirements of the Program.
- B. Permit the use of their cafeteria by students, permit parking facilities by students.
- C. Provide the above at no cost to the District or student, with- exception of the purchase of cafeteria meals being the responsibility of the student making the purchase.
- D. Meet periodically with the District Liaison at mutually convenient times to discuss and evaluate the student program.

III. THE DISTRICT AGREES TO:

- A. Assume and maintain full responsibility for the student, District's curriculum content, the requirements for matriculation, and the requirements for graduation from the education program.

- B. Provide the Externship Site with a schedule of holidays and student vacations.
- C. Reach a mutual agreement with the Externship Site regarding days and hours of educational training at the Externship Site.
- D. Provide a designated Liaison for the responsibility of program supervision.
- E. Abide by the policies and procedures established by the Externship Site for a safe, effective learning environment for students.
- F. Select students for the externship that are qualified and to provide the Externship Site with evidence of such qualifications upon request.
- G. That it shall require each student to: comply with all rules, regulations, policies and procedures imposed by the affiliate; *comply with any and* all instructions of the Externship Site personnel; be held responsible for any intentional damage or loss of affiliation property.
- H. That it will assure that students shall not disclose any confidential material or information connected with the Externship Site or any of its patients. The District shall enforce compliance by students and faculty with the Externship Site's policy on confidentiality.
- I. The District shall immediately withdraw from the clinical education any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Externship Site, or whose health status is a detriment to the student's successful completion of the clinical education assignment. The Externship Site reserves the right to require the withdrawal of any student from the Externship Site who is unacceptable to the Externship Site for reasons of conduct, performance of duties, failure to comply with its policies, procedures, rules or regulations, or other reasonable cause.
- J. To provide the Externship Site with evidence that students and faculty meet the Externship Sites requirements for immunization,

The District will provide the Externship Site with evidence of mandatory in service having been provided to students, including OSHA blood borne pathogens, and Universal Precautions, in advance of the first clinical experience.
- K. During the term of this Agreement, the District shall maintain:
 - 1) Student Professional Liability Insurance on an occurrence basis with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering each student for his or her acts or omissions while participating in student curriculum activity at the Externship Site.
 - 2) Professional Liability Insurance on an occurrence basis with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering each faculty member while acting within the scope of his/her required duties.

WHEREFORE, this Agreement shall take effect as of the date first written above and shall be for a

period of five (5) years. All placements will be mutually agreed upon before placement. This Agreement may be modified upon the request of either party with the written agreement of the other at any time. Termination of this Agreement shall not become effective until the students in their fieldwork placement have completed their scheduled clinical rotation, otherwise agreed by the District in writing.

This Agreement shall not be assigned or transferred by either party without written approval of the other. This Agreement constitutes the entire Agreement between the parties. No change or addition shall be binding upon the parties until reduced in writing and signed by both parties and the same shall not be valid because of the lack of consideration, but shall have the same force and effect as though originally embodied herein. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or in writing with respect to the subject matter thereof

Any notices require to be sent under this Agreement, shall be sent by regular first-class mail to the following addresses:

If to the District:

Chabot- Las Positas Community College District
Lorenzo Legaspi
Vice Chancellor, Business Services
5020 Franklin Drive
Pleasanton, Ca 94588

If to the Externship Site:

Alta Bates Summit Medical Center
Dale Cutshall
Assistant Director Surgery
2450 Ashby Avenue
Berkeley, CA 94705

IN WITNESS THEREOFs the parties have executed this Agreement in multiple counterparts. The effective date of this Agreement will be the date of the last signature below.

CHABOT-LAS POSITAS COMMUNITY
COMMUNITY COLLEGE DISTRICT

ALTA BATES SUMMIT MEDICAL
CENTER

Date: _____

Date: _____

By: _____
Signature

By: _____
Signature

Name: Lorenzo Legaspi

Name: _____
Print name

Title: Vice Chancellor, Business Services

Title: _____