

MEMORANDUM OF AGREEMENT

Between
U.S. Coast Guard Health Safety Work Life Service Center
&
Chabot College

Student: Student Extern,
Chabot College
September 10th-December 10th:

This agree entered into this July 2012 is by and between Chabot College (hereinafter referred to as the Academic Institution (AI)), and the U. S. Coast Guard Health Safety Work-Life Service Center (hereinafter referred to as the USCG).

AUTHORITIES: This Agreement is authorized under the provisions of 5 USC §5351, and is in accordance with the Commandant Instruction on Student Externship Programs, COMDTINST 6400.1A.

WHEREAS the USCG is interested in participating in research and education to supplement its patient care programs and believes this will be enhanced by affiliation with the AI; and WHEREAS the AI is responsible for the educational program of students of the AI in specialty, graduate studies and residencies, and for the maintenance of research and patient care programs planned to enhance the educational and research programs, and believes it can complement its own facilities and foster its educational program through affiliation with the USCG.

NOW THEREFORE, the USCG and the AI agree to the following provisions:

A. The AI shall:

1. Be responsible for the educational program of students assigned to the USCG, and for selection and assignment of students to be assigned to the USCG, in accord with agreed-to schedules and work assignments. The AI is also responsible for ensuring that all student-externs and faculty comply with all rules and regulations of the USCG.
2. Keep in full force and effect during the term of this Agreement, at the expense of the AI or the individual extern, commercial general liability insurance or an equivalent funded program of self-insurance providing minimum coverage of \$1,000,000 dollars per each occurrence and \$2,000,000 dollars per annum. The AI shall notify the USCG thirty (30) days in advance, in writing, of cancellation or any modification in the noticed insurance policy. The AI shall agree to make reasonable attempts to notify the USCG of a liability claim against any student-extern or faculty member arising out of the activities performed by said student-extern or faculty member during or as a result of the affiliation.
3. Send only such student-externs who would benefit from the assignment and to withdraw from the assignment any student-extern when that student-extern becomes unacceptable to the CG for reasons of health, performance or other reasonable cause.
4. Defend, indemnify, and hold the United States, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement by the AI, its officers, employees, or agents, or the students interns under the AI's supervision, but not to the extent that such liability, loss, expense, or claim for injury or damage is caused by the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents.
5. Appoint a faculty member who will be the liaison representative for the AI and be responsible for coordinating and planning student-extern assignments. The liaison representative shall provide student-extern rosters, schedules, and educational objectives to the USCG prior to the

start and during any student-extern experiences. The faculty member will also communicate with the USCG in regards to problems that may arise involving student-externs, faculty or facility personnel.

6. Have the right to visit the USCG facility before, after, or during the instruction period for the purpose of evaluating each student's progress.
7. Cooperate with the USCG in connection with the discipline of students violating rules and regulations of the USCG.
8. Assure that the primary mission for the student is the educational experience.
9. Be responsible for the regular evaluation of student-extern performance in the CG, and for the determination of the final course grade for the student-extern.
10. Require student-externs to assume the cost of any health care required during the affiliation.
11. Require student-externs to comply with CG electronic health record entry or other CG records. All entries will be made under the supervision of a CG employee.

B. The USCG Shall:

1. Provide a supervised experiential student-externship program and, insofar as possible, shall provide staff and necessary facilities to provide an educational clinical experience.
2. At the local CG command discretion, a stipend may be provided that is equivalent to the cost of quarters and/or subsistence actually provided to the student-extern. In no case shall the quarters and subsistence costs for each student-extern exceed the amount of the stipend provided to that student-extern under the terms of this Agreement. Also, per the discretion of the local command, the command may permit limited exchange privileges and/or privileges at CG Exchange System Clubs.
3. Designate a Health Services Officer as a student-extern preceptor. The CG preceptor and the AI's liaison representative will mutually participate in the planning and review of the clinical experience.
4. Complete forms requested by the AI, such as student-extern evaluation reports.
5. Provide emergency medical care for injuries sustained in the course of the training experience. The CG shall immediately notify the AI's liaison representative in the event that a student-extern develops an illness or is involved in an accident while at the CG unit.
6. Defend, indemnify, and hold the AI, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CG, its officers, employees, or agents, and, further, only to the extent provided by the Federal Tort Claims Act (28 USC, Section 2672 st. seq.). Department of Homeland Security (DHS) and CG policy prohibit unlimited hold harmless/indemnification agreements or clauses as they implicate violation of the Anti Deficiency Act, 31, U.S.C. § 1341. Therefore, the CG may not assume liability for injury or damages except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680).
7. Allow student-extern observation and participation consistent with their level of skill and training.
8. Maintain sole responsibility for the supervision of the professional, clinical, and administrative services related to patient care within the CG health care facility.
9. Have sole responsibility for the determination of appropriate treatment and care of all patients of the CG.

10. Reserve the right to advise their insured not to be interviewed as part of a claims investigation by representatives of the AI unless legal counsel is present to represent the insured. The CG may grant the AI the right to conduct such investigation, in writing, in advance of any investigation.
11. Agree to make reasonable attempts to notify the AI of a liability claim against any student-extern or faculty member arising out of activities performed by said student-extern or faculty member while participating in the affiliation provide under the terms of the Agreement when such claim becomes known.
12. Provide necessary equipment and supplies pertinent to the instruction essential for beneficiary care in the CG.
13. Permit educational use of selected resources, policy and procedures manuals, and records.
14. Understand and agree that no student-extern is to be considered an agent or employee of the CG and, as such, shall not be compensated by the CG for services rendered pursuant to this Agreement. This does not, however, preclude a student-extern from working as a part-time CG employee outside the agreed upon affiliation hours.

C. Student-extern Responsibilities. The AI and the CG agree that the student-extern shall:

1. Have the responsibility of providing his/her own transportation to and from the CG unit and other personal expenses.
2. Abide by a dress code agreed upon by the AI and CG.
3. Be responsible for compliance with the administrative and clinical policies of the CG.
4. Abide by CG policy regarding confidentiality of health records and information, including the Federal Privacy Act.
5. The student-extern, in coordination with the AI and CG, will comply with all current security requirements for access to government computers and/or facilities to include background checks with fingerprints as applicable.

D. The AI and the USCG mutually agree:

1. The terms of this Agreement shall begin in force on the date of execution shown above and will continue thereafter until terminated by either party upon thirty (30) days advance written notice to the other. Any such termination shall allow for any student-extern assigned to an externship program at the time of termination to complete their program.
2. It is understood and agreed that the parties hereto may amend or modify this agreement by written amendment only. Amendments shall be signed by both involved parties.
3. No monetary payment shall be made by the CG to student-extern in compensation for their services, other than a stipend for quarters and subsistence as sanctioned by the local command and as provided in this Agreement. No payments shall be made to the CG by the AI in compensation for student-externship participation in this program. This Agreement is not intended and shall not be construed to impose on either the CG or the AI any financial obligations of any nature or kind.
4. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto or any of their officers, employees, or agents.
5. The CG may require the AI to withdraw any student-extern from the program whose performance or conduct is deemed unfit for articulable reason(s), following notice and a consultation between the AI liaison representative and the CG student-extern preceptor.

6. Both parties agree not to discriminate in selection or acceptance of any student-extern pursuant to this Agreement in regard to race, color, religion, national origin, sex, age, or handicap (physical or mental).
7. Nothing in this Agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.
8. In accordance with the Health Insurance Portability and Accountability Act (HIPAA), student-externs in the AI's clinical training program are required to learn about the health information privacy requirements of this federal law. The health information privacy requirements are known as the HIPAA Privacy Rule and were effective beginning 14Apr2003. In addition to the HIPAA training received at the AI, the student-extern shall be required to completed Privacy Rule training specific to the CG. While at the Institution's training site, the student-extern must comply with all CG policies and procedures regarding Protected Health Information (PHI).
9. The preceptor for the USCG shall be:
 Primary: CDR Martin
 Alternate: CAPT Saville
 Alternate: Any Credentialed USCG Dental Officer assigned to USCG Base Alameda Dental Clinic The liaison representative for the AI shall be:
 Primary: CDR Martin
 Alternate: LT Schneider
10. The agreement and the obligations of the parties hereto shall in all respects be governed by, and construed in accordance with, the internal laws of the state of the AI and the United States of America. The laws of the United States shall prevail where the laws of the state are in conflict, or preempted by, the laws of the United States of America.
11. This agreement constitutes the sole and only agreement of the parties and supersedes any and all other agreements or understanding, written or oral, respecting the subject matter herein.
12. Responsibility for affiliation agreements remains solely within the Commandant (CG-112). Commandant (CG-112) may delegate tasking where field/school interaction is deemed more expedient.

IN WITNESS WHEREOF, the AI and USCG have caused this agreement to be executed by their duly authorized representatives.

UNITED STATES COAST GUARD

By _____ Date _____

Name: CAPT T. Rinoski

Title: Commanding Officer, HSWL SC

ACADEMIC INSTITUTION

By _____ Date _____

Name: Lorenzo Legaspi, Business Services

Title: Vice Chancellor, Chabot-Las Positas Community College District