

## AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”), made and entered into as of August 13, 2013, is by and between Chabot-Las Positas Community College District (“School”) and Hayward Sisters Hospital, a California nonprofit public benefit corporation doing business as St. Rose Hospital (“Hospital”).

### RECITALS:

- A. School offers to enrolled students a degree program in the field of nursing.
- B. Hospital operates a general acute care hospital licensed in the State of California (“State”).
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a general acute care hospital.
- D. Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. Responsibilities of School.
  - (a) Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include without limitation the following:
    - (1) Orientation of students to the clinical experience at Hospital;
    - (2) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
    - (3) Preparation of student/patient assignments and rotation plans for each student and coordination of them with Hospital;
    - (4) Continuing oral and written communication with Hospital regarding assignments of students, and other pertinent information;
    - (5) Supervision of students and their performance at Hospital;
    - (6) Participation, with the students, in Hospital’s Quality Assurance and related programs; and
    - (7) Performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (“Program Participants”) shall be accountable to the Hospital’s Administrator.

(b) Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance. School shall maintain for itself and shall provide to the Program Participants or require that Program Participants obtain and maintain appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self insurance programs approved by Hospital, in accordance with Hospital’s bylaws, rules and regulations.

(d) Health of Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the results of a recent tuberculin skin test, chest x-ray and physical examination and evidence of immunity from rubella and measles. School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks. School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital’s standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(g) OSHA Compliance. School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to Bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the “Regulations”), including without limitation responsibility as “the employer” to provide all employees with (a) information and training about the hazards associated with blood and other

potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to Bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

(a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

(b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. Withdrawal of Program Participants. Hospital may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the foregoing, only School can dismiss the Program Participant from the Program at Hospital.

5. Independent Contractor. The parties are independent contractors and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

6. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; *provided* that, with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. Confidentiality.

(a) Confidential Information. School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

(b) HIPPA Compliance. School agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 including as amended by the HITECH ACT ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "HIPPA Regulations"). Group shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. School will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement and comply with the terms of the Business Associate Addendum attached hereto as **Exhibit C**. School will promptly report to Hospital any use or disclosures, of which School becomes aware, of Protected Health Information in violation of HIPAA or the HIPPA Regulations. In the event that School contracts with any agents to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents agree to the same restrictions and conditions that apply to School with respect to Protected Health Information.

8. Term; Termination.

(a) Term. The initial term of this Agreement shall be five year(s), commencing August 13, 2013.

(b) Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon not less than 30 days' prior written notice to the other party, *provided* that all students enrolled in the Program at Hospital at the time

of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

9. Entire Agreement. This Agreement and accompanying exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

12. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State.

14. Assignment; Binding Effect. School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

15. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to School: Chabot-Las Positas Community College District\_\_  
7600 Dublin Blvd, 3<sup>rd</sup> Floor  
Dublin, CA 94568  
Facsimile No. (925) 485-5236

If to Hospital: St. Rose Hospital  
27200 Calaroga Avenue  
Hayward, California 94545  
Facsimile No. 510-887-7421

or to such other persons or places as either party may from time to time designate by written notice to the other.

**THE PARTIES HERETO** have executed this Agreement as of the day and year first above written.

<p><b>HOSPITAL:</b></p> <p>Hayward Sisters Hospital, a California nonprofit public benefit corporation doing business as St. Rose Hospital</p> <p>By: _____ Sylvia Ventura, RN, MN, NE-BC Its: Chief Nursing Officer</p>	<p><b>SCHOOL:</b></p> <p>Chabot-Las Positas Community College District</p> <p>By: _____ Lorenzo Legaspi Its: Vice Chancellor</p>
--	--

**EXHIBIT A**  
**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of St. Rose Hospital ("Hospital"), the undersigned and his or her heirs, successors and assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Chabot College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Date: August 13, 2013

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Program Participant Signature

Connie Telles, Nursing Program Director  
Program Participant Name (Please Print)

**EXHIBIT B**  
**CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his or her responsibility under applicable Federal law and the Agreement between Chabot College [Name of School] and St. Rose Hospital to keep confidential any information regarding Hospital patients, as well as all confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital.

Date: August 13, 2013

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Program Participant Signature

Connie Telles, Nursing Program Director  
Program Participant Name (Please Print)



**EXHIBIT C**  
**BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Business Associate Addendum") is entered into in connection with that certain existing arrangement (the "Arrangement") between Hayward Sisters Hospital, a California nonprofit public benefit corporation doing business as St. Rose Hospital ("Covered Entity") and Chabot-Las Positas Community District ("Business Associate"), relating to the provision of the following services by Business Associate to Covered Entity: Affiliation Agreement. This Business Associate Addendum is effective as of August 13, 2013 (the "Effective Date").

**RECITALS**

A. The Arrangement requires Business Associate to have access to and/or to collect or create Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI") in order to carry out Business Associate's functions on behalf of Covered Entity.

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI and ePHI disclosed, collected or created by Business Associate in connection with the Arrangement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"), and other applicable laws, in each case, as amended from time to time.

C. The HIPAA Regulations requires Covered Entity to enter into an agreement with Business Associate containing certain requirements with respect to the use and disclosure of PHI and ePHI and which are contained in this Business Associate Addendum.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Business Associate Addendum, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the HIPAA Regulations.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall not use or disclose PHI or ePHI except for the purpose of performing Business Associate's obligations under the Arrangement and as permitted in connection with the Arrangement, and under the terms of this Business Associate Addendum or as Required By Law. Notwithstanding this Business Associate Addendum, Business Associate (and its agents and subcontractors) acknowledge and agree that this Business Associate Addendum is not sufficient or effective to permit Covered Entity to disclose PHI or ePHI to Business Associate or for Business Associate to collect or create PHI or ePHI, in circumstances in which an authorization is required under the HIPAA Regulations,

under other federal law or under California law. Further, Business Associate shall not use PHI or ePHI in any manner that would constitute a violation of the HIPAA Regulations or other applicable federal or State law if so used by Covered Entity, except that Business Associate may use PHI or ePHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for Data Aggregation purposes involving one or more Affiliate Entity (as defined herein) of Covered Entity for the Health Care Operations of Covered Entity. For purposes of this Business Associate Addendum, "Affiliate Entity" shall mean an individual or corporation, partnership or other legal entity that controls, is controlled by or under common control with Covered Entity.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the use or disclosure of PHI or ePHI other than as contemplated by the Arrangement and this Business Associate Addendum. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Use and disclosure of de-identified PHI or ePHI is not permitted by this Business Associate Addendum without the prior written consent of Covered Entity.

c. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or ePHI by Business Associate in violation of the requirements of this Business Associate Addendum.

d. Reporting of Security Incident or Improper Use or Disclosure. Business Associate shall report to Covered Entity, by telephone, a Security Incident or any use and/or disclosure of PHI or ePHI other than as contemplated by the Arrangement and this Business Associate Addendum within a reasonable time of becoming aware of such Security Incident or use or disclosure (but no later than 12 hours thereafter), in accordance with the notice provisions set forth herein. Such notice shall be confirmed, within 48 hours, in writing via facsimile transmission. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident or unauthorized disclosure required by applicable federal and state laws and regulations.

e. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Arrangement, and such subcontractors or agents receive or have access to PHI or ePHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Business Associate Agreement (the "Subcontractor Agreement") and further identifying Covered Entity as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of the Subcontractor Agreement. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions.

f. Access to PHI or ePHI. Within 10 days of receipt of a request, Business Associate shall make PHI or ePHI maintained in a Designated Record Set available to Covered

Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under Section 164.524 of the HIPAA Regulations. In the event that any individual requests access to PHI or ePHI directly from Business Associate, Business Associate shall forward such request to Covered Entity. A denial of access to requested PHI or ePHI shall not be made without the prior written consent of Covered Entity.

g. Amendment of PHI or ePHI. Business Associate shall incorporate any amendment to PHI or ePHI maintained in a Designated Record Set that Covered Entity directs or agrees to, within 10 days of receipt of a request therefor by Covered Entity or an individual to enable Covered Entity to fulfill its obligations under Section 164.526 of the HIPAA Regulations. If any individual requests an amendment of PHI or ePHI directly from Business Associate, Business Associate must notify Covered Entity in writing within five days of the request. A denial of amendment of PHI or ePHI maintained by Business Associate or its agents or subcontractors shall not be made without the prior written consent of Covered Entity.

h. Accounting Rights. Within 10 days of notice by Covered Entity of a request for an accounting of disclosures of PHI or ePHI, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under Section 164.528 of the HIPAA Regulations. In accordance with the HIPAA Regulations, Business Associate shall not include in such an accounting those disclosures made: (i) to carry out treatment, payment or health care operations, as provided in Section 164.502 of the HIPAA Regulations; (ii) to individuals of PHI or ePHI about them as provided in Section 164.502 of the HIPAA Regulations; (iii) pursuant to an authorization as provided in Section 164.508 of the HIPAA Regulations; (iv) to persons involved in the individual's care or other notification purposes as provided in Section 164.510 of the HIPAA Regulations; (v) for national security or intelligence purposes as provided in Section 164.512(k)(2) of the HIPAA Regulations; or (vi) to correctional institutions or law enforcement officials as provided in Section 164.512(k)(5) of the HIPAA Regulations. Business Associate agrees to implement a process that allows for an accounting of disclosures of PHI or ePHI to be collected and maintained by Business Associate and its agents or subcontractors. Further, Business Associate agrees that upon termination or expiration of the Arrangement, Business Associate shall provide to Covered Entity an accounting of all such disclosures made since the compliance date of the HIPAA Regulations. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI or ePHI and, if known, the address of the entity or person; (iii) a brief description of PHI or ePHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall, within five days of a request, forward it to Covered Entity in writing. It shall be Business Associate's responsibility to prepare, and Covered Entity's responsibility to deliver, any such accounting requested. Business Associate shall not disclose any PHI or ePHI, except in accordance with this Business Associate Addendum.

i. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI or ePHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes

of determining Covered Entity's compliance with the HIPAA Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this section. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documents by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI or ePHI that Business Associate provides to the Secretary concurrently with providing such PHI or ePHI to the Secretary.

j. Minimum Necessary. Business Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of PHI or ePHI necessary to accomplish the purpose of the request, use or disclosure.

k. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI or ePHI.

l. Intentionally Deleted.

m. Audits; Inspection and Enforcement. Within 10 days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI or ePHI pursuant to this Business Associate Addendum for the purpose of determining whether Business Associate has complied with this Business Associate Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Business Associate Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Addendum.

n. State Privacy Laws. Business Associate shall comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA. Without limiting the generality of the foregoing, all of Business Associate's uses and disclosures of PHI or ePHI shall be consistent with the California Confidentiality of Medical Information Act ("CMIA").

3. Termination.

a. Breach. A breach or violation by Business Associate of any provision of this Business Associate Addendum, as determined by Covered Entity, shall constitute a breach of the Arrangement and shall provide grounds for immediate termination of the Arrangement by

Covered Entity.

b. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Business Associate Addendum and elects not to first terminate the Arrangement pursuant to Section 3.a., then Covered Entity may take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful (in the sole judgment of Covered Entity), Covered Entity shall either (i) terminate the Arrangement, if feasible or (ii) if termination of the Arrangement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

c. Judicial or Administrative Proceedings. Covered Entity may terminate the Arrangement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for an offense related to healthcare or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of any law or regulation relating to healthcare is made in any administrative or civil proceeding in which Business Associate has been joined.

d. Effect of Termination. Upon termination of the Arrangement for any reason, Business Associate shall either return or destroy all PHI and ePHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI and ePHI. If Covered Entity requests that Business Associate return PHI and ePHI, such PHI and ePHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity. If return or destruction is not feasible, Business Associate shall continue to extend the protections of this Business Associate Addendum to such information, and limit further uses and disclosures of such PHI and ePHI to those purposes that make the return or destruction of such PHI and ePHI not feasible. If Business Associate is to destroy the PHI and ePHI, Business Associate shall certify in writing to Covered Entity that such PHI and ePHI has been destroyed.

4. Indemnity. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorneys' fees) caused directly or indirectly by Business Associate's breach of its obligations under this Business Associate Addendum. Covered Entity may enforce Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.

5. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Arrangement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI or ePHI.

6. Certification. To the extent that Covered Entity determines it is necessary in order to comply with Covered Entity's legal obligations pursuant to HIPAA relating to

certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Business Associate Addendum.

7. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Business Associate Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI or ePHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI or ePHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiations concerning the terms of an amendment to this Business Associate Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. Covered Entity may terminate the Arrangement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Business Associate Addendum when requested by Covered Entity pursuant to this Section 7 or (ii) Business Associate does not enter into an amendment to this Business Associate Addendum providing assurances regarding the safeguarding of PHI or ePHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations.

8. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Business Associate Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

9. No Third Party Beneficiaries. Nothing express or implied in the Arrangement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Arrangement. Except to the extent inconsistent with this Business Associate Addendum, all other terms of the Arrangement shall remain in force and effect.

11. Survival. The provisions of this Business Associate Addendum shall survive the termination or expiration of the Arrangement.

12. Interpretation. The provisions of this Business Associate Addendum shall prevail over any provisions in the Arrangement that may conflict or appear inconsistent with any

provision in this Arrangement. This Business Associate Addendum and the Arrangement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Business Associate Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

13. Governing Law. This Business Associate Addendum shall be construed in accordance with the laws of the State of California.

14. Notices. All notices required or permitted under this Business Associate Addendum shall be in writing (except as otherwise required by Section 2.d.) and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission (solely with respect to notification pursuant to Section 2.d.) or personal or courier delivery:

If to Business Associate: Chabot Las-Positas Community College District  
7600 Dublin Blvd. 3<sup>rd</sup> Floor  
Dublin, California 94568  
Attn: Lorenzo Legaspi, Vice Chancellor

If to Covered Entity: St. Rose Hospital  
27200 Calaroga Avenue  
Hayward, California 94545  
Attn: Privacy Officer

Exhibit D  
Board of Registered Nursing Requirements

This exhibit supplements the "Original" clinical facilities contract dated: August 13, 2013, by and between the Chabot Las Positas Community College District, Chabot Nursing Program, 25555 Hesperian Blvd, Hayward, California 94545 hereinafter referred to as the "District", and St. Rose Hospital hereinafter referred to as the "Clinical Facility" and hereby made a part of the contract documents:

WHEREAS, the parties desire to amend said contract to add the following requirements as stipulated and governed by BRN Section 1427 (c) to Section II: SPECIFIC RESPONSIBILITIES AND RIGHTS OF THE CLINICAL FACILITY

- (1) Assurance of the availability and appropriateness of the learning environment in relation to the program's written objectives;
- (2) Provision for orientation of faculty and students;
- (3) A specification of the responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students;
- (4) Assurance that staff is adequate in number and quality to insure safe and continuous health care services to patients;
- (5) Provisions for continuing communication between the facility and the program; and
- (6) A description of the responsibilities of faculty assigned to the facility utilized by the program.

All other terms and conditions of the "Original" Agreement unchanged and in full force and effect.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS ADDENDUM.

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT

ST ROSE HOSPITAL

\_\_\_\_\_  
LORENZO LEGASPI, CFO

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

\_\_\_\_\_

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