



**AFFILIATION AGREEMENT  
FOR CLINICAL EXPERIENCE**

**BETWEEN  
PALO ALTO MEDICAL FOUNDATION,  
MILLS-PENINSULA HEALTH SERVICES  
AND  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

This Master Affiliation Agreement for Clinical Experience (“*Agreement*”) is between Palo Alto Medical Foundation for Health Care, Research and Education, a California nonprofit public benefit corporation (hereafter “*PAMF*”), Mills-Peninsula Health Services, a California nonprofit public benefit corporation (hereafter “*MPHS*”) and Chabot-Las Positas Community College District (hereafter “*School*”) and is effective as of August 1, 2015 (the “Effective Date”).

**RECITALS**

- A. *PAMF* owns and operates a medical foundation exempt from licensure in accordance with California Health & Safety Code §1206(l), providing medical care and research in a variety of outpatient facilities (each may be referred to as an “Ambulatory Facility” and collectively as the “Ambulatory Facilities”).
- B. *MPHS* owns and operates the following acute care hospitals: Peninsula Medical Center located in Burlingame, California, Mills Health Center located in San Mateo, California, Sutter Maternity and Surgery Center of Santa Cruz, located in Santa Cruz, California and Menlo Park Surgical Hospital located in Menlo Park, California (each may be referred to as a “Hospital” and collectively as the “Hospitals”).
- C. *PAMF* and *MPHS* are affiliates of Sutter Health, a California nonprofit public benefit corporation organized as an integrated health care delivery system that operates as a support organization for affiliated and otherwise aligned health care delivery organizations in Northern California, including but not limited to *PAMF* and *MPHS*. For the purpose of this Agreement, the Ambulatory Facilities and Hospitals may be referred to collectively as the “*Sutter Facilities*”.
- D. *School* provides training in its Medical Assistant Program and desires its students to obtain practical experience at one or more of the *PAMF* and *MPHS* Facilities and/or Hospitals through participation in a clinical program for its students (“Program”).
- E. It is to the mutual benefit of the parties to this Agreement that the students of *School’s* Program use such Sutter Facilities for their clinical based experience. Clinical based experience refers to both clinical and non-clinical student experiences.
- F. To the extent required by law, *PAMF* and *MPHS* retain ultimate responsibility for patient care and services provided in the Sutter Facilities.

Now, therefore, the parties agree as follows:

**1. GENERAL INFORMATION**

- A. A separate Program Letter of Agreement (“*PLA*”) shall be signed by both parties hereto for each separate Program the parties agree upon, in the form attached hereto as **Exhibit A**, as modified from time to time by the parties.

- B. Both parties, before the beginning of a Program, shall agree upon the period of time for each student's clinical experience and the specific Sutter Facilities where the clinical experience will be conducted, as set forth in the corresponding PLA.
- C. The maximum number of students to receive clinical based experience shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Program based upon the availability of space and other considerations, and as set forth in the corresponding PLA.

## 2. SCHOOL'S RESPONSIBILITIES

- A. **Student Profile.** *School* shall complete and send to *PAMF* and *MPHS* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the clinical based experience. *PAMF* and *MPHS* shall regard this information as confidential.
- B. **Schedule of Assignments.** *School* shall notify *PAMF* and *MPHS* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. **Program Coordinator.** *School* shall designate a faculty member to coordinate with a designee of *PAMF* and *MPHS* in the planning of the Program to be provided to students.
- D. **Records.** *School* shall maintain all personnel and academic records of the students.
- E. **Rules and Regulations.** *School* shall enforce rules and regulations governing the students that are designated by *PAMF* and *MPHS*.
- F. **Supervision.** *School* shall supervise all instruction and clinical/non-clinical experiences for students given at *PAMF* and *MPHS*.
- G. **Health Policy.** *School* shall provide *PAMF* and *MPHS*, prior to a student's arrival at a Sutter Facility, with proof of immunity consistent with *PAMF* and *MPHS* employee health policy and notify *PAMF* and *MPHS* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *PAMF* and *MPHS* would be placed at risk if treated by a particular student, *PAMF* and *MPHS* reserves the right to refuse to allow such student to participate in experiences at a Sutter Facility.
- H. **Student Responsibilities.** *School* shall require students to sign and return, along with each PLA, the applicable Workforce Confidentiality Agreement for *PAMF* and *MPHS*, attached hereto as **Exhibit A-1**, and the Student's Declaration of Responsibilities attached hereto as **Exhibit A-2**. *School* shall also submit to *PAMF* and *MPHS* with each PLA, the Clinical Setting Student Placement Requirements Check Off attached hereto as **Exhibit A-3**, for students participating in each separate clinical based experience. *School* shall notify students that they are responsible for the following:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of *PAMF* and *MPHS*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *School*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination, and assuming all costs of health care treatment and services received by the student that are not covered by health insurance, other insurance, workers' compensation or other such coverage.

- 5) Obtaining a physical examination within six months prior to starting the clinical based experience at a Sutter Facility and providing proof of measles and rubella immunization within the last four years and a current PPD or tuberculosis evaluation and such other immunizations as may be required by *PAMF* and *MPHS*. Documentation of such proof shall be submitted with the applicable PLA.
- 6) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any patient protected health information including medical records, except when necessary in the regular course of the clinical experience and then, limited to only the minimum information necessary for the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
- 7) Following dress code of *PAMF* and *MPHS* and wearing ID badges identifying themselves as students.
- 8) Attending an orientation of the Sutter Facilities provided by their instructors. Instructors, preceptors and precepted students shall receive an orientation from *PAMF* and *MPHS*.
- 9) Providing services to *PAMF*'s and *MPHS*' patients under the direct supervision of a faculty member provided by *School* or *PAMF* and *MPHS* -provided preceptors.
- 10) Notifying *PAMF* and *MPHS* immediately of any perceived or suspected violation of federal or State laws or *PAMF* and *MPHS* policies.

I. **Payroll Taxes and Withholdings.** *School* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for, employees, and agents of *School* providing services under this Agreement. *School* shall defend, indemnify, and hold *PAMF* and *MPHS* harmless from all liability and responsibilities therefor.

J. **Background Checks.** For each student, the *School* shall provide proof of a lawful background check, which shall include at a minimum: a criminal search (social security number trace, county criminal background search and national registry search); and a sanction search of the Department of Health and Human Services, Office of Inspector General, for listing as debarred, excluded or otherwise ineligible for federal program participation (<http://oig.hhs.gov/fraud/exclusions.html>). Neither *PAMF* nor *MPHS* is financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of *PAMF* and *MPHS* would be placed at risk by the presence of a particular student, *PAMF* and *MPHS* reserves the right to refuse to allow such student to participate in any clinical experience at *PAMF* and *MPHS*.

### 3. PAMF'S AND MPHS' RESPONSIBILITIES

A. **Experience.** *PAMF* and *MPHS* shall provide the students participating in the Program with supervised and appropriate clinical experience.

- B. **PAMF and MPHS Responsibility.** *PAMF* and *MPHS* shall retain ultimate responsibility for patient care and services provided at the Sutter Facilities. *PAMF* and *MPHS* shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients. Neither *PAMF* nor *MPHS* is ~~not~~ a teaching institution, and makes no representations or warranties regarding the educational credit that the students may earn from *School* through the clinical experience, or whether the clinical experience satisfies State or educational requirements for future licensure of the students. Students and *School* shall be responsible for assessing whether the clinical experience satisfies educational requirements for credit at the *School*, and educational and State requirements for licensure.
- C. **Accreditation.** Upon request, *PAMF* and *MPHS* shall permit the appropriate accreditation agency to make site visits to the Sutter Facility at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of *PAMF* and *MPHS* to verify the instructional and clinical/non-clinical experience of the *School's* students.
- D. **PAMF and MPHS Designee.** *PAMF* and *MPHS* shall designate a member of *PAMF's* and *MPHS'* staff to participate with the designee of *School* in planning, implementing and coordinating the training Program.
- E. **Records and Evaluations.** *PAMF* and *MPHS* shall maintain complete records and reports on each student's performance, and shall provide an evaluation to the *School* upon request by the *School*.
- F. **Access to Facilities.** *PAMF* and *MPHS* shall permit students enrolled in the Program access to the Sutter Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *PAMF* and *MPHS*. Facilities include space for clinical conferences and access to *PAMF's* and *MPHS'* Medical Library.
- G. **Withdrawal of Students.** *PAMF* and *MPHS* may request *School* to withdraw from the Program any student whom *PAMF* and/or *MPHS* determines is not performing satisfactorily, or who refuses to follow *PAMF's* and *MPHS'* administrative policies, procedures, rules and/or regulations, or violates federal or State laws. *PAMF* and *MPHS* may also deny participation in the Program to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. Any request must be in writing and must include a statement as to the reason(s) why *PAMF* and *MPHS* desire to have the student withdrawn. *School* shall comply with this request promptly and at the most within five (5) days of receipt of same. *PAMF* and *MPHS* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients, employees or others.
- H. **Emergency Health Care/First Aid.** *PAMF* and *MPHS* shall, on any day when student is receiving training at the Sutter Facilities, provide to student necessary emergency health care or first aid for accidents occurring in a Sutter Facility. Except as provided regarding such emergencies, *PAMF* and *MPHS* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- I. **Training Capacity.** Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by *PAMF* and *MPHS*. Students shall perform services for patients only when under the supervision of a qualified professional.
- J. **Supervision.** In situations of single preceptorships or internships, *PAMF* and *MPHS* shall assume daily supervision of student.

#### 4. NON-DISCRIMINATION

The parties agree that all students participating in clinical and non-clinical experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in Section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law and *PAMF* and *MPHS* policy.

#### 5. STATUS OF SCHOOL AND PAMF

It is expressly agreed and understood by the parties that students under this Program are in attendance for educational purposes, and such students are not considered employees of *PAMF* and *MPHS* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. In the performance of the work, duties and obligations under this Agreement and all PLAs into which the parties enter pursuant to this Agreement, the parties shall at all times act and perform as independent contractors, and shall not be joint venturers or agents of the other. Neither *PAMF* and *MPHS* nor *School* shall provide or receive compensation from the other for any work, duties or obligations under this Agreement. *PAMF* and *MPHS* shall not provide any form of compensation to the students for any work, duties or obligations under this Agreement.

#### 6. INDEMNIFICATION

- A. *School* agrees to indemnify, defend and hold harmless *PAMF* and *MPHS* and their affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the *School*, its officers, employees, students or its agents.
- B. *PAMF* and *MPHS* agree to indemnify, defend and hold harmless *School*, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of *PAMF* or *MPHS*, its agents or its employees.

#### 7. INSURANCE

- A. The *School* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *PAMF* and *MPHS* against liability arising from or incident to the use and operation of the Sutter Facilities by the *School's* students.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance. *School's* comprehensive general liability insurance shall name *PAMF* and *MPHS* as- additional insureds.
- C. In addition, for each student participating in clinical training with direct patient care, *School* shall procure or require the student to procure and maintain during the term of this Agreement, professional liability insurance from an insurance company acceptable to *PAMF* and *MPHS* in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence per student and Four Million Dollars (\$4,000,000) aggregate for each student that protects it and *PAMF* and *MPHS* against liability arising from or incident to the use and operation of the Sutter Facilities by the *School's* student(s).

- D. The *School* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. In the event School does not carry workers' compensation insurance on the students, School shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than Ten Thousand Dollars (\$10,000).
- E. The School shall provide *PAMF* and *MPHS* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to *PAMF* and *MPHS* of the cancellation of such insurance. The *School* shall promptly notify *PAMF* and *MPHS* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 8. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years thereafter.
- B. **Renewal.** This Agreement may be renewed for subsequent three (3) year terms, by a party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other parties' agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. **Termination.**
  - 1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) **Without Cause.** This Agreement may be terminated without cause with thirty (30) days prior written notice by a party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the School semester during which such termination notice is given, unless such completion would cause an undue financial hardship on *PAMF* and *MPHS* or the unit in which student is assigned ceases to operate.

## 9. GENERAL PROVISIONS

- A. **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.
- C. **Dispute Resolution.**
  - 1) **Arbitration.** The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the American Health Lawyers Association or such other organization as the parties mutually agree. The arbitration shall take place in the San Mateo county.

- 2) **Injunctive Relief.** Notwithstanding the foregoing, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in San Francisco, California or Northern California in order to enforce the provisions of any Section of this Agreement as may be necessary to protect its rights under those Sections. The provisions of this Section will survive the termination of this Agreement.
- D. **Attorney's Fees.** If any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- G. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and terminates and supersedes any and all prior or contemporaneous oral or written agreements, representations and understandings of the parties on the subject matter.
- H. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- I. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the *PAMF and MPHS*:

Palo Alto Medical Foundation and  
Mills-Peninsula Health Services  
1501 Trousdale Drive  
Burlingame, California 94010  
Attn: Contracts Manager, Supply Chain, Sutter Health Bay Area

With Copy to:

Sutter Health Office of the General Counsel  
633 Folsom Street, 7<sup>th</sup> Floor  
San Francisco, California 94107  
Attn: Vice President and Regional Counsel,  
Sutter Health Bay Area

Notice to the *School*:

Chabot-Las Positas Community College District  
Attention: Nancy Cowan, Nursing Director  
7600 Dublin Boulevard, 3<sup>rd</sup> Floor  
Dublin, California 94568

- K. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- L. **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- M. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- N. **Compliance with Law and Regulatory Agencies.** The parties shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of *PAMF* and *MPHS*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from *PAMF* and *MPHS*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *School* shall also comply and insure that its employees, students and agents comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of *PAMF* and *MPHS*, their Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.
- O. **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- P. **No Third Party Beneficiaries.** Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.
- Q. **Confidentiality.** The parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the clinical experience shall at all times be and remain the property of *PAMF* and *MPHS*. Students shall not remove original or copied patient or other confidential health information or communicate such information to others, without the express written permission of *PAMF's* or *MPHS's* Privacy Officer, which permission shall not be granted without first obtaining the express, written authorization from the patient for such communication. *School* shall warrant to *PAMF* and *MPHS* that each student has received appropriate training in the student's duty to maintain the confidentiality of patient and *PAMF* and *MPHS* proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), and the California Confidentiality of Medical Information Act. *PAMF* and *MPHS* reserve the right to provide appropriate confidentiality training to the students, and to designate the students as members of *PAMF's* or *MPHS's* workforce, as defined by HIPAA. No *PAMF* and *MPHS* patient information may be disclosed to or shared with *School* or its employees or agents during the course of the Program unless *PAMF* and *MPHS* has received express written patient authorization. *PAMF* and *MPHS* shall reasonably assist *School* in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with *School*, its employees and agents.



**10. EXECUTION**

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**Palo Alto Medical Foundation for Health  
Care, Research and Education, and  
Mills-Peninsula Health Services**

**Chabot-Las Positas Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Christopher Meurer

Name: Lorenzo Legaspi

Title: Director, Supply Chain  
Sutter Health Bay Area

Title: Vice Chancellor, Business Services

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

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

**EXHIBIT A**  
**FORM FOR**  
**PROGRAM LETTER OF AGREEMENT**

*[Modify as appropriate]*

**PROGRAM LETTER OF AGREEMENT**  
**PALO ALTO MEDICAL FOUNDATION FOR HEALTHCARE, RESEARCH AND EDUCATION, MILLS-PENINSULA**  
**HEALTH SERVICES AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

This document serves as a Program Letter of Agreement (“PLA”) between **Palo Alto Medical Foundation for Health Care, Research and Education**, a California nonprofit public benefit corporation (“*PAMF*”), **Mills-Peninsula Health Services**, a California nonprofit public benefit corporation (“*MPHS*”) and **Chabot-Las Positas Community College District** (hereafter “*School*”).

**RECITALS:**

**WHEREAS**, *PAMF*, *MPHS* and *School* have entered into a Master Affiliation Agreement (the “Master Affiliation Agreement”) pertaining to the general use of Sutter Facilities by *School’s* students (“Students”) for *School’s* clinical programs (each a “Program”); and

**WHEREAS**, the parties now wish to enter into this PLA pertaining to the use of the Sutter Facilities for a specific Program at *PAMF* and/or *MPHS* and with regard to specific students as set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

**AGREEMENT:**

1. **Capitalized Terms**. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Conflicts**. If a term in this PLA conflicts with a term in the Master Affiliation Agreement, the term in this PLA shall govern and control.
3. **Effective Term**. This PLA is effective from \_\_\_\_\_, 20\_\_ (“PLA Effective Date”), and will remain in effect until \_\_\_\_\_, 20\_\_, not to exceed the term of the Master Affiliation Agreement, or until updated, changed or terminated by the parties hereto. The term shall coincide with the duration of the particular student Program at *PAMF* and *MPHS* described herein.
4. **Program and Students**
  - a. Program: This PLA pertains to the following specific clinical Program [include specific clinical specialty, etc]: \_\_\_\_\_  
\_\_\_\_\_.
  - b. Students: The Students to participate in this Program are [full names]:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
5. **PAMF’S and MPHS’ Participating Facilities**

This PLA pertains to the following *PAMF* and *MPHS* Facilities [include each facility name and address]:

\_\_\_\_\_  
\_\_\_\_\_.

**6. Program Coordinators**

The following Program Coordinators are responsible for the education and supervision of the Students while at the Sutter Facilities.

**Palo Alto Medical Foundation for Health Care, Research and Education, and Mills-Peninsula Health Services**

**Chabot-Las Positas Community College District**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
E-mail \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_

Name Dale Wagoner  
Address 25555 Hesperian Boulevard, Hayward, CA 94545  
E-mail dwagoner@chabotcollege.edu  
Telephone (510) 723-7202  
Fax \_\_\_\_\_

**7. Content and Duration of the Educational Experiences**

The content of the educational experiences for this Program has been developed by *School* according to the applicable accreditation organizations' requirements, and includes the following goals and objectives [attached separate sheets if needed]: \_\_\_\_\_

\_\_\_\_\_.

In cooperation with *School* and the Program Coordinators for this Program, *PAMF* and *MPHS* are responsible for the day-to-day activities of the Students to ensure that the outlined goals and objectives are met during the course of the educational experiences at the Sutter Facilities.

**8. Policies and Procedures**

Students will be under the general direction of *School's* applicable Policies and Procedures and *PAMF's* and *MPHS's* participating Policies and Procedures.

**9. Student Responsibilities**

*School* will return the following, completed documents with this PLA: (a) Workforce Confidentiality Agreement for PAMF/MPHS (for each student) – Exhibit A-1; (b) Student's Declaration of Responsibilities (for each student) – Exhibit A-2; and (c) Clinical Setting Student Placement Requirements Check Off form (one form for all students in the Program covered under this PLA) – Exhibit A-3.

**10. Execution of this Program Letter of Agreement**

This PLA shall be signed by *School's* authorized representative, *PAMF/MPHS'* authorized representative, and the Program Coordinators for this particular Program.

**Palo Alto Medical Foundation for Health Care,  
Research and Education, and  
Mills-Peninsula Health Services**

**Chabot-Las Positas Community College  
District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Christopher Meurer

Name: Dale Wagoner

Title: Director, Supply Chain  
Sutter Health Bay Area

Title: Dean, Physical Education

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

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

**PROGRAM COORDINATORS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A-1

### **PALO ALTO MEDICAL FOUNDATION FOR HEALTHCARE, RESEARCH AND EDUCATION**

#### **MILLS-PENINSULA HEALTH SERVICES**

#### **WORKFORCE CONFIDENTIALITY AGREEMENT**

*I understand that I may have access to information that is confidential and may not be disclosed except as permitted or required by law and by the Palo Alto Medical Foundation for Healthcare, Research and Education and Mills-Peninsula Health Services ("PAMF/MPHS") policies and procedures. This information includes, but is not limited to, protected health information, personnel information and proprietary business operations information. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer systems). I agree that I will not disclose any confidential information from any record or information system to any unauthorized person.*

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of PAMF/MPHS.
- I acknowledge that I may not use or disclose any confidential records of a friend, relative, staff member, volunteer or any other person, unless I am authorized to do so and am required to do so as part of my official duties. Such use and disclosure must be restricted to that required for essential business purpose(s).
- I will not discuss or allow confidential information of any type to be displayed or overheard in the proximity of any individual who does not have the right or need to know. This includes conversations in public places or private spaces where they may be easily overheard, allowing computer screens to be inappropriately visible, and leaving printed material where it may be openly viewed.
- In order to access certain information, a unique User ID, Security Code, Password, Access Device or Biometric ID may be established that identifies me to PAMF/MPHS Information Systems. My authentication codes and devices are for my use only when accessing facilities, systems and information appropriate to my work. To use anyone else's authentication code or device in order to access any PAMF/MPHS system is considered a violation of PAMF/MPHS confidentiality and security standards.
- All information obtained from PAMF/MPHS systems remains the property of PAMF/MPHS regardless of physical location or method of storage, unless otherwise specified by PAMF and MPHS in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and/or the Sutter Health Compliance Department as soon as possible.
- User accounts or access to electronic information may be disabled without prior notice by the Chief Data Security Officer, Chief Information Officer or their designee when, in their opinion, they hold a reasonable belief that a user's account may be compromised or is being used for inappropriate access to information.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to PAMF/MPHS systems is subject to monitoring and review as deemed appropriate by PAMF/MPHS.
- If at any time I feel that the confidentiality of my password(s), sign-on(s) or identification device(s) has been compromised, I will notify the PAMF/MPHS Help Desk immediately so that my old code(s)/device(s) can be cancelled and new ones issued.
- My confidentiality obligation continues indefinitely.

- This Agreement does not supersede any other rules or expectations regarding the use or disclosure of confidential information that may be contained in other PAMF/MPHS documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Agreement is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including Section 7 of the National Labor Relations Act.

I understand that any access, attempted access, or disclosure of information in violation of law or PAMF/MPHS policies will be considered a breach of confidentiality. I understand that if I breach such confidentiality, I may be subject to immediate disciplinary action, up to and including removal from the program at PAMF and MPHS.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Dated: \_\_\_\_\_

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

Name: Lorenzo Legaspi, Vice Chancellor, Business Services  
Printed Name, Program Participant

## EXHIBIT A-2

### STUDENT'S DECLARATION OF RESPONSIBILITIES

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Student)

1. I am over eighteen years of age.
2. I am a student enrolled in the School's \_\_\_\_\_ program (hereinafter referred to as "Program") and am participating in the clinical based experience ("clinical based experience") at \_\_\_\_\_ ("Facility").
3. I agree to obtain a physical examination within six months prior to entering into the program at Facility and provide proof of: (1) TB Questionnaire; (2) IGRA or a documented negative IGRA within the previous twelve (12) months. Alternatively TST testing is acceptable with a negative 2-Step TST within the previous twelve (12) months or two (2) consecutive negative annual TSTS within the previous twelve (12) months; (3) A CXR for those with positive TB screen or a documented negative CXR within the past twelve (12) months if asymptomatic; (4) A documented MMR vaccine X 1 or a positive Rubella titer; (5) A documented MMR vaccine X 2 or a positive Rubeola titer; (6) A documented MMR vaccine X 2 vaccination or a positive Mumps titer; (7) A documented Varicella vaccine X 2 or a positive titer; (8) Tdap vaccination; (9) Influenza vaccination during designated flu season; (10) Respiratory Fit Test RFT per ATD guidelines; (11) Hepatitis B vaccination X 3 PLUS a Reactive Hepatitis B Surface Antibody Titer. If titer is negative repeat the series and titer. If still negative then healthcare worker is considered a non-responder and should be counseled. Documentation of such proof will be submitted to School for provision to the Facility.
4. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School.
5. I agree to be responsible for my own support, maintenance and living quarters while participating in the program and for any and all transportation to, from or while at Facility.
6. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while working at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
7. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this Program.
8. I understand that Facility requires as a condition for participation in this Program that I, or the School on my behalf, secure and maintain professional liability insurance in amounts of not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the clinical based experience at Facility and for at least three (3) years following the clinical based experience at Facility, unless said insurance provides coverage on an occurrence basis. If the School does not procure such insurance on my behalf, I agree to provide School with a certificate evidencing such insurance.

9. I acknowledge that I will receive academic credit for the clinical experience provided at Facility and that I will not be considered an employee of Facility or School nor shall I receive compensation from either the Facility or the School. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's or School's coverage based upon my participation in this clinical based experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this clinical based experience.
10. I understand that Facility may suspend my right to participate in the clinical based experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Facility or the confidentiality of any information relating to such persons, either as individuals or collectively.
11. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other protected status as provided by law.
12. I further understand that Facility has the right to suspend use of their facilities in connection with this clinical based experience should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
14. In consideration of the educational opportunity afforded to me by Facility, I, with respect to my activities while a student at Facility, hereby waive any claim for damages against Facility, its employees, and/or agents alleged to have resulted from any acts or omissions of Facility, its employees, and/or agents.

I have read the foregoing and understand and agree to the terms. I recognize that as consideration for agreeing to such terms Facility will permit me to participate in the clinical learning experience program at Facility.

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Printed Name, Program Participant



**EXHIBIT A-3**

**CLINICAL SETTING STUDENT PLACEMENT REQUIREMENTS CHECK OFF**

SCHOOL NAME: Chabot-Las Positas Community College District

PROGRAM: \_\_\_\_\_

DATES OF CLINICAL BASED EXPERIENCE: \_\_\_\_\_

SCHOOL PROGRAM COORDINATOR NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_

REQUIRED DATA	STUDENT ONE	STUDENT TWO	STUDENT THREE	STUDENT FOUR
Student Name:				
Phone Number(s):				
Urine Drug Screen Cleared				
Background Check and HHS/OIG Clearance				
Basic Life Support Certificate Expiration Date				
TB Questionnaire				
PPD or IGRA/Quantiferon Results (TB Test)				
If PPD+ or Quant+, then Chest X-Ray Date and Result				
Respirator Questionnaire Completed				
Respirator Fit Test Passed				
Varicella Titer or Vaccine (x 2)				
Rubeola/Measles Titer or Vaccines (x 2)				
Mumps titer or Vaccine (x 2)				
Rubella Titer or Vaccine (x 1)				
Hepatitis B Titer & Vaccines (x 3)				
Tdap Vaccination or Adult Pertussis				
HIPAA and Blood Borne Pathogen Training				
Influenza Vaccine				

I VERIFY THE ABOVE INFORMATION IS COMPLETE AND ACCURATE.

School Program Coordinator's Signature \_\_\_\_\_

| Date \_\_\_\_\_