

**CLINICAL EDUCATION AND TRAINING AGREEMENT
STANFORD HEALTH CARE - VALLEYCARE**

This Clinical Education and Training Agreement (this “Agreement”) is entered into as of November 14, 2016 (the “Effective Date”), by and between The Hospital Committee For The Livermore-Pleasanton Areas dba Stanford Health Care - ValleyCare (“Hospital”), a California non-profit public benefit corporation, and Chabot-Las Positas Community College District (“School”). Hospital and School are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Hospital operates an acute care hospital and outpatient clinics in the San Francisco Bay Area.

WHEREAS, School conducts accredited training programs in various disciplines which require clinical experience for students enrolled in these programs (each program shall be referred to as “Program”); and

WHEREAS, it is to the benefit of both School and Hospital that students enrolled in the Program have the opportunity to gain clinical education and training at Hospital.

NOW, THEREFORE, the Parties agree as follows:

1. Program Participation Agreement

1.1 A representative of Hospital and School shall execute a Program Participation Agreement, a form of which is attached hereto as Exhibit A, for each Program from which School shall send students to Hospital for clinical education and training pursuant to this Agreement.

1.2 The Program Participation Agreement shall identify the Program along with any further Program-specific details or requirements.

1.3 The Program Participation Agreement shall be incorporated into the terms and conditions of this Agreement.

2. Responsibilities of Hospital.

2.1 Hospital shall appoint a person to be the designee for the Program at Hospital (“Designee”), and shall reserve the right to appoint a different Designee at any time.

2.2 Hospital shall retain at all times professional and administrative responsibility for all aspects of patient care at its facilities.

2.3 Hospital shall permit Students enrolled in the Program to use Hospital facilities, supplies and equipment that are determined by Hospital to be necessary (1) for patient care services in which the students are involved and (2) to meet the clinical experience requirements of the Program. Notwithstanding the foregoing, Hospital through the Designee or another

Hospital designated individual may limit or terminate any Program activity or the use of any Hospital facility, equipment or supplies when, in the opinion of the Designee or other Hospital designated individual, such activity or use could interfere with the effective operation of Hospital.

2.4 In his/her sole discretion, but subject to the authority of Hospital to rescind any such action by the Designee and to take whatever action Hospital deems appropriate, the Designee or other Hospital designated individual may:

2.4.1 Approve or disapprove any and all aspects of the Program as conducted at Hospital.

2.4.2 Coordinate the use of Hospital's facilities for the clinical experience of School's students, and participate in joint planning with representatives of all involved services and departments of Hospital.

2.4.3 Schedule student rotations, including limit the number of students who may train at Hospital at any time.

2.4.4 Upon request by School, approve specifically identified members of the staff at Hospital to provide clinical instruction to students in the Program.

2.4.5 Refuse access to clinical areas in Hospital to any or all of School's students or faculty in the event the Designee or other Hospital designated individual determines that such student or faculty is not participating satisfactorily in the Program, or has violated any Hospital policies and procedures or rules and regulations.

2.4.6 Require that School immediately remove any student or faculty member from Hospital's facilities, when the Designee or other Hospital designated individual, in his/her sole opinion, determines that the student poses an imminent threat to patient safety or welfare, or to the welfare of him/herself or other trainees, faculty, clinicians or employees of Hospital.

3. Responsibilities of School.

3.1 School shall obtain and continuously maintain full accreditation for the Program with the appropriate accrediting body.

3.2 School shall develop a proposed instructional agenda that identifies the staff, resources and facilities necessary to meet the Program's educational goals. The proposed instructional agenda shall be made available to the Designee at a time agreed upon by the Designee and School's faculty, but in no event less than sixty (60) days prior to the implementation of the proposed instructional agenda at Hospital. The proposed instructional agenda shall be revised at the request of the Designee or as deemed necessary or appropriate by the Designee or Hospital in order to avoid conflict with Hospital's patient care responsibilities, policies and procedures and/or educational, research and training programs. No instructional agenda shall be implemented at Hospital by School without prior written approval by the Designee.

3.3 Prior to the beginning of each clinical rotation period of the Program, School shall provide the Designee with a list of student names and addresses for that clinical rotation, along with any additional information requested by the Designee or Hospital.

3.4 School shall provide a member of its faculty who is both a qualified teacher and a competent, licensed or certified practitioner in the applicable clinical discipline to coordinate the Program with the Designee and Hospital.

3.5 Designee and School shall cooperate in setting regularly scheduled meetings consisting of the Designee and appropriate School and Hospital staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students.

3.6 School shall instruct students that they must wear badges provided to them by Hospital designating their status as students and must comply with any Hospital dress code.

3.7 School shall inform all students enrolled in the Program that, as a condition of participation in the Program at Hospital, they must obtain and maintain current and adequate health/medical insurance coverage during the entire term of their clinical rotation. School shall instruct all students to provide evidence of such insurance coverage to Hospital prior to beginning their clinical rotations. School agrees that it will place at Hospital only those students who meet the requirements in this paragraph.

3.8 School shall comply, and shall require its directors, officers, agents, employees, representatives, faculty, students, and volunteers to comply, with any and all applicable Hospital rules and regulations, policies and procedures, and any and all applicable state and federal laws and regulations related to Program activities at Hospital in connection with this Agreement.

3.9 Prior to allowing any student or faculty member to participate in any clinical rotation at Hospital, School shall provide appropriate instruction and training to such student or faculty member regarding methods to prevent the spread of blood borne and air borne pathogens, and shall certify to Hospital that such training has been satisfactorily completed by the student or faculty member. Such training shall include all elements recommended by the Occupational Safety and Health Administration regarding training for employees regarding blood borne pathogens.

3.10 School shall ensure that students comply with Hospital's policies and procedures and requirements pertaining to required criminal background checks, immunizations and other health screenings. Hospital shall notify School of its requirements pertaining to criminal background checks, immunizations and other health screenings. School will inform the student of his/her responsibility to provide evidence to Hospital of any required criminal background checks, immunizations and other health screenings.

3.11 School shall notify students that the student, not Hospital, is solely responsible for obtaining and maintaining all required uniforms, providing living accommodations and transportation to and from Hospital, and assuming all expenses incurred in connection with the student's participation in the Program.

4. Status of Students.

4.1 In no event shall School's students be considered to be Hospital employees, nor shall they be utilized to replace Hospital staff. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital.

4.2 During their clinical experience assignment, students must conform to the same standards as are set for Hospital employees regarding the welfare of patients and general Hospital operations.

5. Term and Termination.

5.1 This Agreement shall be for a term of five (5) years commencing on the Effective Date.

5.2 This Agreement may be terminated at any time upon the written mutual agreement of the Parties.

5.3 Either Party may terminate this agreement with sixty (60) days advance written notice to the other Party, provided that all students in the Program who are currently in their clinical rotation at the Hospital at the time of notice of termination shall be given the opportunity to complete their clinical rotation at Hospital, though such completion shall not exceed the term of the current semester in which students are enrolled at School.

5.4 Hospital may terminate this Agreement immediately upon written notice to School in the event that School materially fails to perform any of its responsibilities described in this Agreement or Hospital determines the Agreement negatively impacts its operations or patient care.

6. Insurance.

6.1 Hospital shall procure and maintain a program of insurance or self-insurance to provide general commercial liability coverage with limits of at least one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of not less than three (3) years following termination of this Agreement. Upon request, Hospital shall provide School with certificate(s) evidencing the foregoing coverage. Hospital shall provide at least thirty (30) days prior written notice to School of any substantial change to or cancellation of said coverage.

6.2 School shall procure and maintain insurance coverage as follows:

6.2.1 General liability insurance in amounts of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate to insure it, its officers, directors, employees, faculty, agents or students. In the event School's general liability insurance does not cover its students, School shall require students to purchase such general liability insurance prior to their rotation at Hospital.

6.2.2 Professional liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate to insure its students and faculty assigned to Hospital under this Agreement. In the event School does not

provide professional liability insurance for its students, School shall require students to purchase such professional liability insurance prior to their rotation at Hospital

6.2.3 Workers' compensation and employer's liability insurance for any student, faculty, or employee assigned to Hospital under this Agreement who may be characterized as an employee of the School under applicable law

6.2.4 All insurance policies shall be written with companies that have a minimum AM Best Rating of A VII or evidence of the financial solvency of self-insured programs or captive insured programs. School or student, as applicable, shall notify Hospital in writing thirty (30) days prior to any material alterations, cancellations or replacement of the existing policy(s). Evidence of such coverage shall be presented to Hospital prior to execution of the Agreement in the case of School, and in the case of student, in advance of the commencement of the clinical rotation at Hospital. In the event that such coverage is written on a claims made basis and for three (3) years after the end of the Agreement, School or student, as applicable, shall arrange appropriate tail coverage or prior acts coverage consistent with the requirements of this section in the event that such claims made policy is canceled or not renewed.

7. Indemnification.

7.1 The Parties shall defend, indemnify and hold each other harmless from and against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims arising out of (1) the indemnifying Party's performance or nonperformance of any obligation under this Agreement or (2) the negligence, improper conduct or intentional acts or omissions of such indemnifying Party, its agents, employees, subcontractors or representatives. The obligations of the indemnifying Party pursuant to this paragraph shall not extend to the proportion of any liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which the Party to be indemnified may incur as a result of its own negligence or other intentional acts or omissions or those of its officers, directors, employees or agents. For purposes of this Section, students and faculty of the School participating in the Program at Hospital under this Agreement shall be deemed to be the agents of the School.

7.2 School shall be responsible for filing and defending any workers' compensation claims on behalf of School's faculty, employees or students. School shall also defend, indemnify and hold Hospital and its directors, officers, employees, and agents harmless from and against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which School or Hospital may individually or collectively incur as a result of any workers' compensation claim by students.

7.3 The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the services provided under this Agreement, including but not limited to (i) notifying the other promptly in writing of any actual or alleged injury, damage or claim related to activities performed pursuant to this Agreement, if the claim is made in writing, informally or by summons or complaint; (ii) making available for meetings, interviews, testimony or depositions employees or other persons within the reasonable control of the Party; (iii) responding in a timely manner to reasonable inquiries or requests from the other Party; and (iv) providing reasonably-requested documents or other information or evidence within the possession, custody or control of the Party; provided however that nothing shall require either

Party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege.

7.4 The provisions of this Section 7 shall survive the termination of this Agreement.

8. Compliance with Family Educational Rights and Privacy Act.

As an educational institution, School is obligated to comply with the Family Educational Rights and Privacy Act (known as “FERPA” or the “Act”) in its handling of educational records of students enrolled in their programs. Hospital has agreed to provide educational training to School’s students and as such will be an agent of School for the purposes of FERPA compliance. To the extent Hospital generates or maintains educational records related to a student participating in the Program, Hospital agrees to comply with FERPA, to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents with a need to know. Additionally, for the avoidance of doubt, Hospital shall be able to rely on the exceptions under FERPA to share information as appropriate to resolve a health or safety emergency. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Hospital as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School’s records is required by Hospital to carry out the Program.

9. Ownership and Use of Health Information.

9.1 The Parties acknowledge that Hospital is a “covered entity,” as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the “HIPAA Regulations”), and accordingly that Hospital has certain obligations to protect the privacy and security of “protected health information” thereunder. To the extent that School, students and/or faculty have access to protected health information by virtue of their participation in the Program at Hospital, the Parties agree that such students and faculty shall be subject to, and at all times shall abide by, all Hospital policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to Hospital’s employees and other staff members. Without limiting the generality of the foregoing, School hereby agrees, on behalf of itself and the students and faculty assigned to Hospital under this Agreement, that students and faculty participating in the Program will (i) access, use and disclose protected health information only as minimally necessary to provide treatment to patients pursuant to the student’s participation in the Program and solely as required for Program participation; (ii) maintain the security of electronic protected health information at all times, including, e.g., adhering to encryption requirements, only accessing or storing protected health information on Hospital issued hardware and equipment, not removing patient information from Hospital without express approval as required by Hospital policy, and returning all patient information to Hospital at the end of Program participation; and (iii) comply with all Hospital privacy and security Policies and Procedures and training as a member of the Hospital’s HIPAA Workforce in relation to Program participation.

9.2 The provisions of this Section 9 shall survive the termination of this Agreement.

10. Hospital Confidential Information.

School recognizes and acknowledges that by entering this agreement and fulfilling its terms, School, faculty and/or students may have access to certain information of Hospital that is confidential, private and/or proprietary in nature. School agrees that neither School nor any student or faculty member will at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent or except in connection with the performance of the School's, students, or faculty's obligations under this Agreement, any confidential or proprietary information of Hospital. Such confidential and proprietary information includes, without limitation, information regarding Hospital's patients, costs, treatment methods, research activities, and other financial and business matters which are not otherwise available to the public. School further agrees to require its students and faculty to treat as confidential and private any information that contains an employee or contractor name, social security number, address, telephone number, birth date, driver's license number, other licensure or certification information, financial account information, benefit or beneficiary information, salary or payroll information (including W-2s) or health information (including medical record or medical record number).

11. Waiver.

No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance. Any waiver of any term or condition of this Agreement granted by a Party must be in writing and signed by the Party and shall apply solely to the specific instance expressly stated in the writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.

12. Assignment.

Neither Party may assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party. Any such attempted assignment shall be null and void.

13. Severability.

Should any provision of this Agreement be declared void, unenforceable or invalid, such decision shall not affect the validity of any remaining provisions, which shall remain in full force and effect as if this Agreement had been executed without the void, unenforceable or invalid provision.

14. Modifications and Amendments.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. School and Hospital agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement.

15. Integration.

This Agreement supersedes and replaces any and all other agreements or understandings, either written or oral, between the Parties with respect to the subject matter hereof.

16. Governing Law.

This Agreement shall be governed by and interpreted pursuant to the laws of the State of California without regard to conflict of laws.

17. Required Notices.

Any notice required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been received (a) on the date personally delivered; (b) three (3) business days after deposit in the United States mail, postage prepaid, addressed to the Party to whom such notice is to be given; (c) transmitted electronically either by facsimile (“Fax”) or Electronic Mail (“E-mail”) with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice to the other Party:

Notice to School shall be addressed and mailed as follows:

Chabot Las Positas Community College District
Business Services Office
7600 Dublin Blvd. , 3rd Floor
Dublin, CA 94568-2944
LLegaspi@clpccd.org
Fax:
Attention: Lorenzo S. Legaspi Vice Chancellor, Business Services

Notice to Hospital shall be addressed and mailed as follows:

Stanford Health Care - ValleyCare
5555 West Las Positas Blvd.
Pleasanton, CA 94588
Attention: Chief Nursing Officer

With a copy to:

Stanford University Office of the General Counsel
Building 170, Third Floor, Main Quad, MC 2038
P.O. Box 20386
Stanford, CA 94305-2038
Attention: Chief Hospital Counsel

17. Use of Names and Logos.

School may not use the name, logo or corporate identity of Stanford Health Care, Lucile Salter Packard Children’s Hospital at Stanford, University HealthCare Alliance, Packard Children’s Health Alliance, Stanford Health Care - ValleyCare, Stanford University or any of their affiliates for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used. School understands and agrees that Hospital has the

right to terminate, without or without cause, any right to use such name, logo or corporate identity upon thirty (30) days written notice to School. Notwithstanding the foregoing, during the term of this Agreement, School may use the Hospital name solely for the purposes of identifying Hospital as the location of School's Program under this Agreement to students.

WHEREFORE, the Parties have executed this Agreement as set forth below.

**Chabot Las Positas Community College
District**

Stanford Health Care - ValleyCare

By: _____

By: _____

Print Name: **Lorenzo S. Legaspi**

Print Name: **Gina Teeples**

Title: **Vice Chancellor, Business Services**

Title: **Chief Nursing Officer**

Date:

Date: