



**AFFILIATION AGREEMENT BETWEEN
[CHABOT COMMUNITY COLLEGE]**

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[U.S. HEALTHWORKS MEDICAL GROUP PROF. CORP.]

I. PARTIES AND PURPOSES

- a. This agreement is made between [U.S. HEALTHWORKS MEDICAL GROUP PROF. CORP. with clinical sites in California, hereafter referred to as the "Facility," and CHABOT COMMUNITY COLLEGE hereafter referred to as the "University."
- b. CHABOT COMMUNITY COLLEGE Program has a program providing for MEDICAL ASSISTING.
- c. Office experience is a required an integral component of study for MEDICAL ASSISTING.
- d. It is to the mutual interest and advantage of both the Facility and the University that University Students seeking MEDICAL ASSISTING be given the opportunity to supplement academic preparation for the practice of the profession with clinical experience provided by the Facility. Such clinical experience shall hereafter be referred to as the "Program". The parties agree that by working together they will be contributing to the development of a highly qualified pool of MEDICAL ASSISTANTS

II. MUTUAL RIGHTS AND RESPONSIBILITIES

- a. The Facility will accept students selected by the University for the Program. The specific nature of the Program shall be individually arranged by the University's Medical Assistant Program Director and/or Practicum Coordinator and with the Facility's coordinator of clinical education within the philosophy and objectives of the University and Facility.
- b. The time periods and number of students assigned to the Program will be mutually agreed upon by the University and the Facility.
- c. It is understood and agreed that the parties shall not discriminate in their employment, selection, training, or education of any person in violation of any state or federal law. The Facility will make reasonable accommodations in its program to assure accessibility to students with disabilities.
- d. This Agreement is not a third-party beneficiary contract, and confers no rights upon any student or employees of the parties.
- e. It is understood that in the performance of the duties and obligations under this Agreement that the University, its employees, students and agents are at all times acting as independent contractors.

Furthermore, faculty and students are not and shall not be entitled to be covered by the Worker's Compensation coverage provided by the Facility for its employees; nor are faculty and students eligible for any monetary compensation for any services rendered to patients or to Facility as part of the Program. If, for any reason, any student or faculty is determined to be employed by Facility, University agrees to indemnify Facility for any and all federal/state withholding payments which Facility may be required to pay by the federal or state government on behalf of University students or faculty. Facility agrees to allow University to participate in the review of such determination. If such status is deemed to be non-defensible by University, University shall pay such indemnification in full to Facility upon ninety (90) days written notice to College of a federal and/or state determination that such payment is required of Facility provided a copy of such determinations is attached to the notice.

- f. The University and Facility will require students to protect and keep confidential all individually identifiable protected health information obtained during the Program. Students shall be considered part of Facility's "workforce" as that term is defined at 45 CFR §160.103, but shall not otherwise be construed to be employees of Facility. University and Facility both agree that i) students shall not disclose any protected health information to which a student has access through the Program; ii) University will never access or request to access any protected health information held or collected by or on behalf of Facility; and iii) no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship.
- g. The University and the Facility each agree to obtain, and maintains in force and effect during the term of this Agreement, general liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, and professional liability/malpractice insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate, insuring the University and the Facility, its employees, faculty, agents, and students who will be working under this Agreement against claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damage to persons or property arising out of or in connection with the program at the Facility. The University and the Facility agree to furnish each other, upon request, appropriate certificates of insurance evidencing the above coverage and limits. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of the University and the Facility to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.
- h. The Facility and the University each agree to promptly notify the other by phone and in writing as soon as reasonable practicable of any incident involving any of the other's faculty, staff, agents or students, which may result in action against the other.
- i. The University shall agree to indemnify, defend, and hold harmless the Facility, its officers, directors, employees and agents against and from expenses, costs, damages, claims and liabilities including without limitation, reasonable attorney's fees, arising or caused, in whole or in part, by the intentional or negligent act or omission of the University, its students or any individual employed by or agents of the University in the course of the performance of duties and obligations under this Agreement or any addendum thereto. The Facility agrees to indemnify and hold harmless the University, its officers, directors, students, employees and agents, against and from expenses, costs, damages, claims and liabilities including without limitation reasonable attorney's fees, arising or caused in whole or in part, by the intentional or negligent act or omission of the Facility or any

individual employed by or agents of the Facility in the course of the performance of duties and obligations under this Agreement or any addendum thereto. The indemnification obligation of the parties hereto pursuant to this Section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

- j. Neither the University nor the Facility shall be required to give the other any monetary compensation in connection with its participation and involving in this Agreement, except as specifically provided otherwise in this Agreement.

III. UNIVERSITY RIGHTS AND RESPONSIBILITIES

- a. The University shall forward to the Facility the name, health status report, evidence of health care coverage of each student enrolled in the Program, and a current background check prior to the placement of a University student in the Facility. The University retains the right to revise any placement prior to the student's entry into the Program and at any time during the Program, provided all corresponding health status reports, background checks, and evidence of health care coverage are in order before any revised assignment. The health status report shall include at least the following items:
 - i. Documentation of positive rubella/rubeola titer or documentation of two MMR immunizations;
 - ii. Documentation of TDAP vaccination within past 10 years.
 - iii. Documentation of negative tuberculin test or negative chest x-ray within the past year; thereafter a negative tuberculin test or questionnaire annually;
 - iv. Documentation of completed or ongoing Hepatitis B inoculation or positive Hepatitis B titer;
 - v. Sufficient health coverage documented through the University to provide for emergency treatment which may be required at the Facility while they are engaged in the Clinical Education Program;
 - vi. Documentation of positive varicella titer or documentation of past infection;
 - vii. Proof of training in the use of CPR and AED units;
 - viii. Latex Sensitivity Questionnaire;
 - ix. Drug and Alcohol Testing;
 - x. Verification of current seasonal influenza (Flu) vaccination, upon entry and every fall thereafter.
- b. The University, in collaboration with the Facility, will develop written educational objectives for each student. These objectives will be discussed with the student and a copy of these objectives will be given to the student.

- c. The University reserves the right to withdraw a student from the Program when in the University's judgment the Program does not meet the needs of the student.
- d. The University shall appoint a Medical Assistant Program Director and/or Practicum Coordinator who will be the liaison representative from the University to the Faculty.
- e. The University maintains the right to have its representative visit the Facility before and/or during the Program, and review all records and policies of the Facility relating to the providing of clinical experiences by the Facility under this Agreement provided the University provides the Facility with acceptable notice and the visit does not interfere with the Facility's operations.
- f. The University will provide training to its students in Blood Borne Pathogens, and the Universal Precautions as required by OSHA.
- g. The University shall notify each student that he/she is responsible for:
 - i. Following all administrative policies, regulations, standards, and practices of the Facility, as well as those of the University, including reporting to the Facility on time;
 - ii. Providing all necessary and appropriate uniforms required by the Facility;
 - iii. Providing his/her own transportation and living arrangements when not provided by the Facility;
 - iv. Providing additional information to the University and the Facility regarding specific educational needs of the student under the Americans With Disabilities Act.
- h. The providing of the educational program, separate from the Program covered by this Agreement, is solely the responsibility of the University.
- i. The University shall inform students of the due process procedure for resolution of disputes over grades given in the Program.

IV. FACILITY RIGHTS AND RESPONSIBILITIES

- a. The Facility shall have the opportunity to interview each student proposing to participate in the Program and shall have the authority to permit or refuse to permit any such student the right to participate in the Program in the sole discretion of the Facility.
- b. The designated preceptors will be responsible for supervising students while at the Facility for the Program.
- c. The designated preceptor will retain complete responsibility for patient care.
- d. Require students to execute a confidentiality and non-disclosure agreement as a condition of participation in the Program, attached to this agreement as **Exhibit A**.
- e. The Facility agrees to provide an orientation to the student of the University which shall include but not be limited to:

- i. Pertinent departmental policies and procedures including documentation requirements and any treatment protocols in use by the Facility;
 - ii. Emergency and safety procedures used by the Facility;
 - iii. Specific Facility program requirements for student during the clinical experience;
 - iv. Tour of the Facility's physical plant;
- f. The Facility will provide space for private individual counseling of students.
- g. In the event that a student is absent during the Program in excess of three (3) days, the Facility shall either arrange for the student to make up the lost time or inform the University of its inability to make such arrangements. Except in emergencies, the Facility shall not grant leaves of absence from regular duties to students during the Program without prior approval from the University.
- h. The Facility may refuse access to its clinical or administrative areas to any University personnel or student who does not meet the Facility's standards for safety, health, or ethical conduct. The University and the Facility shall resolve all problem situations in favor of the patient's welfare, and the Facility may restrict the student(s) involved to the role of observer and/or remove such student(s) from the Facility until the incident can be resolved by the staff and the instructor.
- i. The designated preceptor shall maintain complete records and reports on each student's performance, and shall provide evaluations of each student to the University on forms provided by the University.
- j. The Facility shall designate in writing to the University the name and title(s) of the person(s) responsible for the Program at the Facility, and shall submit to the University the curriculum vitae of that person and of other professional staff participating in the Program.
- k. The Facility retains primary responsibility for patient care and treatment and for directing the services rendered by students under this Agreement. The Facility and the University agree that the student will not be permitted to render direct patient care or treatment without direct supervision by a licensed physician or other appropriate licensed healthcare provider.
- l. The Facility shall refer the student to the appropriate first aid and/or emergency care facility, at the student's expense, for illness or injuries to the student incurred while participating in the clinical experience. The Facility will notify the University as soon as possible in the event that a student becomes ill or injured during the Program, and will plan with the University any proposed changes to the Program.
- m. The Facility may cancel, by notice in writing to the Medical Assistant Program Director and/or Practicum Coordinator, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education assignment. The Facility will provide the student and the University a written statement of the reasons for the cancellation. Prior to such cancellation, the Facility shall notify the Medical Assistant Program Director and/or Practicum Coordinator or another University faculty member, and consult with it about the proposed action.

V. TERMINATION

- a. The term of this Agreement shall begin on March 21, 2018 and shall continue in effect for a five (5) year term ending on December 31, 2023. This Agreement may be terminated at any time during its initial term by either party giving written notice of such termination to the other at least sixty (60) days prior to the desired termination date.
- b. It is understood the changes to the contract shall be reviewed upon written consent of both parties, and any revisions mutually agreeable to both parties will be in writing and become a part of this Agreement.

VI. ASSIGNMENT & MODIFICATION

- a. This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties.
- b. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.

VII. RELATIONSHIP OF PARTIES

- a. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between any of the parties and no party shall have the authority to bind another party in any respect.

VIII. GOVERNING LAW

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of CA.

IX. ENTIRE AGREEMENT

- a. This Agreement and its Exhibits shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party. This Agreement may be amended only in writing signed by each of the parties hereto.

[U.S. HEALTHWORKS Medical Group Prof. Corp.]

Chabot-Los Positas Community College District

Name: _____

Lorenzo S. Legaspi

Title: _____

Vice Chancellor, Business Services

Signature: _____

Date: _____

Chabot Medical Assistant

EXHIBIT A

Confidentiality Agreement For Participating In Clinical Education Under Affiliation Agreement

_____ (“Student”), in exchange for participating in a clinical education program at U.S. HealthWorks, Inc., its subsidiaries and affiliated medical groups (collectively, “U.S. HealthWorks”) agrees as follows:

- A. Student agrees that all patient, client, financial and business information (“Confidential Information”) shall be used by Student solely for the purposes directed by U.S. HealthWorks. Student agrees to maintain the confidentiality of all Confidential Information presented, disclosed, or revealed to it and shall not release, publish, reveal or disclose, directly or indirectly, the Confidential Information to any other person, entity or group, without the prior written consent of U.S. HealthWorks.
- B. Student agrees that Student has received training in proper procedures for safeguarding patient information under HIPAA and applicable state law.
- C. All Confidential Information furnished hereunder to Student, as well as any copies thereof, on whatever media, shall remain the property of U.S. HealthWorks.
- D. Student agrees to not remove any Confidential Information from property controlled by U.S. HealthWorks.
- E. Student agrees to take all responsible precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of the Confidential Information.
- F. Student understands that U.S. HealthWorks may not have adequate remedy at law for the breach or threatened breach of any one or more of the covenants set forth in this agreement. Student agrees that if there is any such breach or material breach by Student, U.S. HealthWorks may, in addition to any other legal or equitable remedies available to it, obtain an injunction or restraining order to enjoin Student from such breach or threatened breach.
- G. This agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of California. No provision of this agreement shall be deemed to have been waived unless such waiver shall be in writing. This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. This agreement shall remain in effect for so long as there is a relationship between Student and U.S. HealthWorks and for a period thereafter of the greater of ten (10) years or the longest period permitted by law with regard to Confidential Information disclosed to Student prior to the termination of such relationship.
- H. Upon termination of Student’s participation in the clinical experience program, Student shall return promptly all copies of all Confidential Information, including, without limitation, all copies thereof, in Student’s possession and will destroy all copies of any analyses, compilation, financial information, contracts, studies or other documents prepared by Student for Student’s use which reflect the Confidential Information.

The foregoing is accepted, agreed to and made effective for and on behalf of Student as of the date written below.

Signature: _____

Name: _____

Date: _____