

STUDENT EXPERIENCES AGREEMENT

**BETWEEN
SUTTER BAY MEDICAL FOUNDATION
AND
Chabot College**

This Student Experiences Agreement for Programs Not Requiring Physician Supervision (“Agreement”) is between **SUTTER BAY MEDICAL FOUNDATION**, a California nonprofit public benefit corporation (hereafter “Foundation”) and **Chabot College** (hereafter “School”) and is effective as of **March 20, 2019** (the “Effective Date”).

RECITALS

- A. Foundation 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. School provides certain undergraduate and graduate programs related to the field of healthcare that do not require physician supervision (each, a “Program”), and desires its students enrolled in such Programs (each, a “Student” and together, “Students”) to obtain practical experience at one or more of the Ambulatory Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that the Students of School’s Program use such Facilities for their clinical or non-clinical experience (“Experience”).

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

- A. **Coordination.** Program Coordinator and Foundation Designee (each as separately defined herein) shall communicate on an ongoing basis and periodically evaluate changes or issues involving staff, curriculum, policies and/or procedures. Direct Student contact to the Ambulatory Facility is prohibited.
- B. **Preliminary Information.** Both parties, before the beginning of the Experience, shall agree upon the Ambulatory Facility(ies), the number and identity of the Students participating under this Agreement, the identity of each Student’s proposed Instructor and/or Preceptor (defined in Section 1.D) if known, and the period of time for each Student’s Experience. Foundation reserves the right to accept as few (which may be zero) or as many Students, at any given Ambulatory Facility, at any given time, in its sole discretion.
- C. **Schedule of Assignments.** The maximum number of Students to receive an Experience at an Ambulatory Facility shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Experience based upon the availability of space and other considerations, in Foundation’s sole discretion as described above. Clinical rotation groups shall consist of up to a maximum of between eight (8) and ten (10) Students per clinical Instructor, with the actual

maximum number to be set by Foundation in its sole discretion. Precepted Experiences shall consist of one (1) Student per one (1) clinical Preceptor, subject to Instructor involvement as described below.

- D. **Faculty/Clinical Preceptors.** School shall provide instructor(s) to supervise all instruction and Student activities (“Instructors”) for the Program in Facilities, except as otherwise agreed by the parties. Foundation may agree to provide qualified staff to act as clinical preceptors for a particular Experience (“Preceptors”); provided, however, that School shall remain responsible to provide Instructor supervision even for precepted Experiences.

2. SCHOOL’S RESPONSIBILITIES

- A. **Pre-Experience Information.** After the parties have agreed upon the preliminary information described in Section 1.B above, School shall complete and send to Foundation, at least thirty (30) days prior to the beginning of the planned Experience, the following information as part of its attestation letter (see form attached hereto as **Exhibit A**): each Student’s name, address, and telephone number; each Student Preceptor’s (if any) name, address and telephone number and signature indicating his/her willingness to act as a Preceptor; each Instructor’s (if any) name, address, and telephone number; the applicable Ambulatory Facility(ies) for the Student’s Experience; and the duration of each planned Experience. Foundation shall regard this information as confidential. At Foundation’s request, this information may be submitted through a student management tool selected by Foundation.
- B. **Program Coordinator.** School shall designate a member of its staff (“Program Coordinator”) to coordinate with the Foundation Designee (as defined herein) in the planning of the Experience to be provided to Students. Requests for Student Experiences in any Ambulatory Facility shall come through the Program Coordinator, rather than Students directly contacting any Ambulatory Facility.
- C. **Records.** School shall maintain all personnel and academic records of the Students.
- D. **Accreditation; Licenses and Credentials.** School shall maintain appropriate accreditation by one of the six regional accrediting agencies recognized by the U.S Department of Education and its Office of Postsecondary Education and the applicable professional association for each Program as applicable; if there is no such applicable accrediting body for the Program, then School shall maintain approval to operate by the California Bureau for Private Postsecondary Education (“BPPE”). School shall also maintain appropriate licensing and credentials of its entities and employees.

School shall, upon Foundation’s request, furnish evidence of such approval, accreditation, licensing and credentials. If, during the term of this Agreement, School’s accreditation or approval status with any of the above-listed bodies changes, or if School no longer maintains the above-required licensing and credentials, School shall notify Foundation of such change in status and the reasons therefore, within five (5) days of School becoming aware of such change.

- E. **Compliance with Laws and Policies.** School shall comply, and shall ensure that Students and Instructors comply, with all applicable laws, rules, and regulations, standards of accrediting bodies, Foundation policies and procedures, and rules and regulations.
- F. **Supervision.** School shall maintain responsibility for the activities and conduct of Students and any Instructors while at Ambulatory Facility(ies), and shall maintain supervision over the Program(s) (including all grading). However, Foundation shall provide appropriate training as required by this Agreement, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations. Foundation is not a teaching institution, and makes no representations or warranties regarding the educational credit that the Students may earn from School through the Experience, or whether the Experience satisfies state or educational requirements for future licensure of the Students. Students and School shall be responsible for assessing whether the Experience satisfies educational requirements for credit at the School, and educational and state requirements for licensure.
- G. **Orientation.** School shall provide Students and Instructors with orientation to regulatory requirements, including the following: regulatory compliance, The Joint Commission requirements, and HIPAA (as defined in Section 2.H.5). School shall also ensure that Students and any on-site Instructors participate in any additional orientation required by Foundation, which may be in person, on-line, or another format deemed acceptable to Foundation.
- H. **Student and On-Site Instructor Responsibilities.** School shall require Students and any on-site Instructors to sign and return the Workforce Confidentiality Agreement, attached hereto as **Exhibit B**. School shall require Students to sign the Student's Declaration of Responsibilities attached hereto as **Exhibit C**. School shall require on-site Instructors to sign the Instructor's Declaration of Responsibilities attached hereto as **Exhibit D**. In addition, School shall notify Students and any on-site Instructors that they are responsible for the following:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of Foundation.
 - 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) Maintaining confidentiality of patient information. No Student shall have the right to access or receive any patient protected health information,

including any medical record. Foundation may, in its sole discretion, permit Student access to patient protected health information, including medical records, when necessary in the regular course of the Experience. The discussion, transmission or narration in any form by Students or Instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the Experience and then, limited to only the minimum information necessary. If permissible under federal and state laws and regulations, Students and Instructors shall use “de-identified information,” (as defined by the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act, 42 U.S.C. § 17921 et seq., and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”)) only in any discussions with School, its employees, contractors, or agents not participating as on-site Instructors. To preserve patient confidentiality, Students and Instructors shall not be permitted to use any cameras or cell phones to take photographs in the Ambulatory Facility(ies).

- 6) Following dress code of Foundation and wearing ID badges identifying themselves as students.
- 7) Participating in orientation pursuant to Section 2.G (Orientation) of this Agreement.
- 8) With respect to Students only, interacting with Foundation’s patients under the direct supervision of a faculty member provided by School or Foundation -provided preceptors.
- 9) Notifying Foundation immediately of any perceived or suspected violation of federal or State laws or Foundation 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, including, without limitation, Instructors, participating under this Agreement. School shall defend, indemnify, and hold Foundation harmless from all liability and responsibility therefore.

J. **Health Policy.** School shall provide Foundation, prior to a Student’s arrival at a Ambulatory Facility, with an attestation in the form provided at **Exhibit B** that Student has demonstrated proof of immunity consistent with Foundation employee health policy as detailed at Section C of **Exhibit F**. School shall notify Foundation prior to a Student’s arrival at the Ambulatory Facility if the Student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Foundation would be placed at risk if treated by a particular Student, Foundation reserves the right to refuse to allow such Student to participate in the Experience at Foundation. Foundation is not financially responsible for providing these tests for Students. Foundation has the same

requirements for any School Instructors participating on-site under this Agreement.

- K. **Background Checks**. The School shall provide Foundation with an attestation in the form provided at **Exhibit B** that it has obtained of a lawful background check for each Student and Instructor before the planned Experience, in accordance with the provisions set forth in **Exhibit F**. Foundation shall not be financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of Foundation would be placed at risk by the presence of a particular Student or Instructor, Foundation reserves the right to refuse to allow such Student or Instructor to participate in any Experience at an Ambulatory Facility.
- L. **American Heart Association Certification**. For clinical Students only, School shall provide proof of each Student's certification in basic life support (BLS) by the American Heart Association.

3. FOUNDATION'S RESPONSIBILITIES

- A. **Access to Facilities**. Foundation shall permit only the mutually agreed upon Instructor(s) and Student(s) access to the Ambulatory Facility(ies) as appropriate and necessary for the Experience(s), provided that the Instructor(s) and Student(s) shall not interfere with the activities of Foundation.
- B. **Accreditation**. Upon request, Foundation shall permit the appropriate accreditation agency to make site visits to the Ambulatory Facility(ies), at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of Foundation, to verify the current Experience(s) for the applicable Program(s).
- C. **Foundation Designee**. Foundation shall designate a member of Foundation's staff ("Foundation Designee") to participate with the Program Coordinator in planning, implementing and coordinating the Experience(s).
- D. **Training Capacity**. Student(s) shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by Foundation. School shall ensure that Students interact with patients only when under the supervision of a qualified professional.

4. WITHDRAWAL OF STUDENTS

Subject to Section 5 (Non-Discrimination), Foundation may request School to withdraw from the Experience any Student or on-site Instructor whom Foundation determines is not performing satisfactorily, or who violates Foundation's or its medical staff's or policies, procedures, rules and/or regulations, or standards of accrediting bodies or who violates federal or State laws. Foundation may also deny participation in the Experience to any Student or on-site Instructor in accordance with the provisions of California Labor Code sections 432.7 and 432.8. School shall comply with Foundation's request promptly, and in no event later than five (5) days from School's receipt of such request. Foundation reserves the right to suspend from participation immediately any Student or

on-site Instructor whose participation in the Experience poses an imminent danger of harm to patients, employees or others.

5. NON-DISCRIMINATION

The parties agree that all Students participating in the Experience(s) pursuant to this 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, citizenship, or any other legally protected status under applicable law or Foundation policy.

6. STATUS OF SCHOOL AND FOUNDATION

It is expressly agreed and understood by the parties that Students and any on-site Instructors under this Agreement are in attendance at Ambulatory Facility(ies) for educational purposes, and such Students and Instructors are not considered employees of Foundation 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, the parties shall at all times act and perform as independent contractors, and shall not be joint ventures or agents of the other. Neither Foundation nor School shall provide or receive compensation from the other for any work, duties or obligations under this Agreement.

7. INDEMNIFICATION

- A. School agrees to indemnify, defend and hold harmless Foundation and its affiliates, parents and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of the School, its officers, employees, Students, Instructors, or agents.
- B. Foundation agrees to indemnify, defend and hold harmless School, its officers, agents, and employees from and against any and all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of Foundation, its agents or its employees.

8. INSURANCE

- A. School shall procure and maintain the following insurance during the term of this Agreement, at its sole cost and expense, from an insurance company acceptable to Foundation or a program of self-insurance, that protects it and the Foundation against liability arising from or incident to the performance of this Agreement, in proportion to and to the extent of the negligent acts or omissions of the School or the School's officers, employees, or agents:
 - a. Commercial General Liability insurance covering School's officers, employees, or agents (including Students and Instructors), in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three

Million Dollars (\$3,000,000.00) aggregate, which shall include contractual liability, personal and advertising liability.

- b. Professional Liability insurance covering Students and Instructors, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) aggregate.
 - c. Privacy/Cyber Liability insurance covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided by School's officers, employees, or agents (including Students and Instructors) or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, use or disclosure of Protected Health Information (PHI), including any use or disclosure not permitted by this Agreement, and any breach, loss, or compromise of any PHI. Such insurance shall provide coverage for up to Five Million Dollars (\$5,000,000.00) per claim.
 - d. Workers' Compensation insurance as required by the laws of the state in which the work is being performed, and Employers' Liability insurance with limits of One Million Dollars (\$1,000,000.00) per accident / per disease. In the event School does not carry Workers' Compensation insurance on the Students, School shall require each Student to maintain comprehensive health and accident insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per Student per claim, and shall provide Foundation with evidence of such coverage for each Student at least thirty (30) days before the start of the planned Experience.
- B. If any such insurance is written on a claims-made policy form, the policy shall have a retroactive date prior to or coinciding with the effective date of this Agreement and shall continue for five (5) years following termination of this Agreement. In the event that a claims-made policy is canceled, terminated or non-renewed, School shall obtain an extended reporting period endorsement for the remainder of the five (5)-year period.
- C. School shall provide Foundation 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 Foundation of the cancellation of such insurance. School shall promptly notify Foundation of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

9. 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 Foundation or the unit in which Student is assigned ceases to operate.
- 3) **Change in Accreditation Status, License, or Credentials.** Foundation may terminate this Agreement immediately upon provision of written notice to School if School notifies Foundation of a change in School's accreditation status or licensure or credentials, pursuant to Section 2.D (Accreditation; Licenses and Credentials), or if Foundation otherwise learns of such change.

10. **GENERAL PROVISIONS**

- A. **Assignment.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Foundation, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Foundation, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Foundation, or its permitted successive assignees or transferees. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- B. **Dispute Resolution.** The parties agree to meet and confer to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination. If such dispute cannot be resolved informally through the meet and confer process, the parties shall submit the matter to binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The arbitration shall take place in **ALAMEDA COUNTY**. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction.
- C. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought by either party to enforce or interpret any provision of, or otherwise

relating to, this Agreement, the prevailing party in such action shall be entitled to award of its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

- D. **Survival**. Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: PAYROLL TAXES AND WITHHOLDINGS; INDEMNIFICATION; INSURANCE; DISPUTE RESOLUTION; and CONFIDENTIALITY.
- E. **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. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- F. **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.
- G. **Governing Law**. This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- H. **Notices**. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) certified or registered mail, postage prepaid, or (b) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

FOUNDATION

Anette Smith-Dohring
Manager, Workforce Development
2700 Gateway Oaks Drive, Suite 1141
Sacramento, CA 95833
Phone: 916.887.7644
Email: EducationContracts@sutterhealth.org

With a copy to:

Sutter Health Office of the General Counsel
2000 Powell Street, Suite 1000
Emeryville, CA 94608

Chabot-Las Positas Community College District

Name: Ronald P. Gerhard
Title/Department: Vice Chancellor, Business Services
Address: 7600 Dublin Boulevard, 3rd Floor
City, State, Zip: Dublin, CA 94568

- I. **Severability**. In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party upon thirty (30) days prior written notice, or as otherwise allowed by the Term and Termination provisions of this Agreement.
- J. **No Waiver**. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.
- K. **No Referrals/Non-Exclusivity**. Nothing in this Agreement is intended to obligate, nor shall anything in this Agreement obligate any party to the Agreement to refer business to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- L. **No Third Party Rights**. Unless otherwise expressly provided in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this Agreement.
- M. **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 except as otherwise expressly provided herein. All patient records, reports and information obtained, generated or encountered relating to the Experience shall at all times be and remain the property of Foundation. Students and Instructors shall not remove original or copied patient or other confidential information or communicate such information to others, including, but not limited to, School, without the express prior written

permission of Foundation. School shall warrant to Foundation that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of patient and Foundation 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, HIPAA and the California Confidentiality of Medical Information Act. Foundation reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of Foundation's workforce, as defined by HIPAA. If permissible under federal and state laws and regulations, Students and Instructors shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees and agents not acting as on-site Instructors.

Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be confidential information); provided, however, nothing in this paragraph shall apply to any individually identifiable health information: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any confidential information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. A party may disclose confidential information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

- N. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended or extended at any time by mutual agreement of the parties, but any such amendment or extension must be in writing, dated, and signed by the parties.

11. 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.

[Signatures follow]

SIGNATURES PAGE**SUTTER BAY MEDICAL FOUNDATION:****Chabot-Las Positas Community
College District**By: _____
(Signature)By: _____
(Signature)Name: Maynard Jenkins

Name: Ronald P. Gerhard

Title: Vice President, Human Resources

Title: Vice Chancellor, Business Services

Date: _____

Date: _____

EXHIBIT A

The list of Foundation Facilities included in this Agreement may be found here:

Sutter East Bay Medical Foundation

<http://www.sebmf.org/>

Palo Alto Medical Foundation

<http://www.pamf.org/clinics/>

Sutter Pacific Medical Foundation Urgent Care

<http://bit.ly/2DyTQzE>

Sutter Health Walk-In Care

Dublin: <http://bit.ly/2DJBi30>

Petaluma: <http://bit.ly/2DJCrr8>

San Francisco: <http://bit.ly/2nagoAu>

San Jose: <http://bit.ly/2DIR8ed>

San Ramon: <http://bit.ly/2FdcZaM>

Walnut Creek: <http://bit.ly/2nbo85o>

EXHIBIT B**Sample Letter of Attestation**

VIA EMAIL TO: Foundation Designee and/or EducationContracts@sutterhealth.org

Date

Foundation Designee
Sutter Bay Medical Foundation
Sutter Health Facility Location
City, CA Zip Code

Dear :

Please accept this letter as School's attestation that the Students scheduled to begin an Experience with [REDACTED] ("Foundation"), a California nonprofit public benefit corporation on **DATE** have successfully completed the background, drug and health screening requirements as outlined in the Student Experiences Agreement ("Agreement").

Please note that Foundation will be contacted under separate cover regarding any Students that do not meet the background, drug and/or health screening requirements in the Agreement. School agrees to provide proof of documentation for the aforementioned screens within two (2) hours of a request from Foundation.

The planned Experiences are as set forth in Attachment 1 to this Attestation Letter.

Sincerely,

Program Director
School

**ATTACHMENT 1
INFORMATION SHEET**

Student (name, address, phone number)	Preceptor (if any) (name, address, phone number, and signature indicating willingness to act as Preceptor)	Instructor (if any) (name, address, phone number)	Facility(ies)	Planned Rotation Start and End Dates

EXHIBIT C

Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT

I understand that, because of my work for or employment by Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and information security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting my department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.

CONFIDENTIAL INFORMATION. As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my formal job duties.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my formal job duties.

I understand and acknowledge that:

- I have access to Protected Health Information and other Confidential Information directly or indirectly in my formal job duties.
- I have received, read, and understand the Sutter Health Privacy and Information Security policies, including (but not limited to) the Workforce Confidentiality and Privacy Policy.

- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.
- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose Protected Health Information of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my official job duties.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my job duties. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for official job duties or at the time of termination of employment.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact my Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed

appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including Protected Health Information. This obligation continues indefinitely, even after my employment with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Fair Employment and Housing or any other federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, Protected Health Information.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed
Name: _____ Date: _____

Signature: _____

EXHIBIT D

STUDENT'S DECLARATION OF RESPONSIBILITIES

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

1. I am over eighteen (18) years of age.
2. I am a student enrolled in the School's _____ program (hereinafter referred to as "Program") and am participating in an educational experience at _____ ("Facility").
3. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted 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. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
5. 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 engaged in an educational experience 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.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with 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 educational experience.
7. I acknowledge that I am participating in an educational experience in order to obtain academic credit. I acknowledge that I will not be considered an employee of Facility or any of its affiliates, nor shall I receive compensation from Facility or any of its affiliates. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's or any of its affiliates' coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care by Facility or any of its affiliates based upon my participation in this educational experience.
8. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the

educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

9. I agree to comply with non-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 legally protected status.
10. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
11. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto 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.
12. I understand that Foundation employees who are also Students are not considered employees of Foundation while acting in their roles as Students. The following requirements apply to such employees in their Student roles:
 - Student ID name badges must be worn in place of employee badges
 - The Workforce Confidentiality Agreement must be signed
 - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
 - If a background check is not on file, the regular background check requirements of this Agreement apply.
 - Workers compensation is not offered for employees functioning in a Student role.
 - Students will not perform employment duties while functioning as a Student; employees will not perform student duties while functioning as an employee.
13. 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 affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: _____

Signature, Program Participant

Name: _____
Printed Name, Program Participant

EXHIBIT E

ON-SITE INSTRUCTOR'S DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Name of Instructor)

1. I am an on-site Instructor for the School's _____ program (hereinafter referred to as "Program") at _____ ("Facility").
2. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
3. 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. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
4. I agree that I am responsible for supervising the Students in my rotation; I will not delegate to any other person (e.g., a Foundation employee or a senior Student) my responsibility to precept or supervise the Students.
5. I acknowledge and agree that clinical rotation groups shall consist of up to a maximum of ten (10) Students per clinical Instructor, and that precepted Experiences shall consist of one (1) Student per one (1) clinical preceptor.
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 engaged in an educational experience 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 U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
8. I acknowledge that I will not be considered an employee of Facility, nor shall I receive compensation from Facility. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care from Facility based upon my participation in this educational experience.
9. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its

medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

10. I agree to comply with non-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 legally protected status.
11. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto 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.
13. I understand that Foundation employees who are also Instructors are not considered employees of Foundation while acting in their roles as Instructors. The following requirements apply to such employees in their Instructor roles:
 - Instructor ID name badges must be worn in place of employee badges
 - The Workforce Confidentiality Agreement must be signed
 - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
 - If a background check is not on file, the regular background check requirements of this Agreement apply.
 - Workers compensation is not offered for employees functioning in an Instructor role.
 - Instructors will not perform employment duties while functioning as an Instructor; employees will not perform instructor duties while functioning as an employee.
14. In consideration of the access to its facilities afforded to me by Facility, I, with respect to my activities while at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: _____

Signature, On-Site Instructor

Name: _____
Printed Name, On-Site Instructor

EXHIBIT F

BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Foundation Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

A. Background Checks Requirements

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Foundation with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted **no more than ninety (90) days** prior to the start of the Experience, and reported to Foundation **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, and the Student participates in an Experience at Foundation, a second background check will not be required prior to the Student participating in an additional Experience at Foundation so long as the Student has remained continuously enrolled in the Program. Foundation is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Foundation policy; a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

B. Background Check Vendor

School may use a background screening company of their choosing but said company must adhere to standards established by the National Association of Professional Background Screeners. Foundation recommends the following preferred vendor:

Corporate Screening: www.CorporateScreening.com / www.VerifyStudents.com

C. For Students or Instructors currently employed by Foundation

Foundation employees who are also Students or Instructors are not considered employees of Foundation while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.
- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.

D. Health Screening Process. The following health screening requirements apply to both Students and Instructors of School:

Demonstrate the absence of tuberculosis (Annually)

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (can be declined)
- Annual influenza (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Ambulatory Facility and County requirements)

Demonstrate the absence of controlled substances:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

E. Provision of Documentation. Foundation reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.