

CLINICAL EDUCATION AND TRAINING AGREEMENT

This Clinical Education and Training Agreement (“Agreement”) is effective **November 14, 2021** (“Effective Date”) by and between **The Hospital Committee for the Livermore-Pleasanton Areas, a California nonprofit public benefit corporation** (“Entity”) and **Chabot-Las Positas Community College District** (“School”). Entity and School are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Entity 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; and

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

THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM AND TERMINATION.

- 1.1. This Agreement shall be for a term of **five (5) years** commencing on the Effective Date.
- 1.2. This Agreement may be terminated at any time upon the written mutual agreement of the Parties.
- 1.3. Either Party may terminate this agreement with sixty (60) days advance written notice to the other Party, provided that all students in the Program (as defined below) who are currently in their clinical rotation at Entity at the time of notice of termination shall be given the opportunity to complete their clinical rotation at Entity, though such completion shall not exceed the term of the current semester in which students are enrolled at School.
- 1.4. Entity 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 Entity determines the Agreement negatively impacts its operations or patient care.

2. PROGRAM PARTICIPATION.

- 2.1. Entity will provide clinical educational experience for students of School enrolled in an accredited training program (“Program”) for which School requires clinical experience for those enrolled students. School shall send students to Entity for clinical education and training pursuant to this Agreement. Such clinical educational experience shall be provided by Entity pursuant to one or more Program Participation Agreement(s) (each a “Program Participation Agreement”) entered into pursuant to this Agreement and incorporated herein by this reference. The first Program Participation Agreement shall be attached hereto as **Exhibit A**. Each Program Participation Agreement shall identify the Program along with any further Program-specific details or requirements.

3. RESPONSIBILITIES OF ENTITY.

- 3.1. Entity shall appoint a person to be the designee for the Program at Entity (“Designee”), and shall reserve the right to appoint a different Designee at any time.
- 3.2. Entity shall retain at all times professional and administrative responsibility for all aspects of patient care at its facilities.
- 3.3. Entity shall permit students enrolled in the Program to use Entity facilities, supplies and equipment that are determined by Entity to be necessary (i) for patient care services in which the students are involved and (ii) to meet the clinical experience requirements of the Program. Notwithstanding the foregoing, Entity through Designee may limit or terminate any Program activity or the use of any Entity facility, equipment, or supplies when, in the opinion of Designee, such activity or use could interfere with the effective operation of Entity.
- 3.4. In Designee’s sole discretion, but subject to the authority of Entity to rescind any such action by Designee and to take whatever action Entity deems appropriate, Designee may:
 - 3.4.1. Approve or disapprove any and all aspects of the Program as conducted at Entity.
 - 3.4.2. Coordinate the use of Entity’s facilities for the clinical experience of School’s students, and participate in joint planning with representatives of all involved services and departments of Entity.
 - 3.4.3. Schedule student rotations, including limiting the number of students who may train at Entity at any time.
 - 3.4.4. Upon request by School, approve specifically identified members of the staff at Entity to provide clinical instruction to students in the Program.
 - 3.4.5. Refuse access to clinical areas in Entity to any or all of School’s students or faculty in the event Designee determines that such student or faculty is not participating satisfactorily in the Program, or has violated any Entity policies and procedures or rules and regulations.
 - 3.4.6. Require that School immediately remove any student or faculty member from Entity’s facilities, when Designee in their sole opinion, determines that the student poses an imminent threat to patient safety or welfare, or to the welfare of Designee, other trainees, faculty, clinicians or employees of Entity.

4. RESPONSIBILITIES OF SCHOOL.

- 4.1. School shall obtain and continuously maintain full accreditation for the Program with the appropriate accrediting body.
- 4.2. 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 Designee at a time agreed upon by Designee and School’s faculty, but in no event less than sixty (60) days prior to the implementation of the proposed instructional agenda at Entity. The proposed instructional agenda shall be revised at the request of Designee or as deemed necessary or appropriate by Designee or Entity in order to avoid conflict with Entity’s patient care responsibilities, policies and procedures and/or educational,

research, and training programs. No instructional agenda shall be implemented at Entity by School without prior written approval by Designee.

- 4.3. Prior to the beginning of each clinical rotation period of the Program, School shall provide Designee with a list of student names and addresses for that clinical rotation, along with any additional information requested by Designee or Entity.
- 4.4. 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 Designee and Entity.
- 4.5. Designee and School shall cooperate in setting regularly scheduled meetings consisting of Designee and appropriate School and Entity staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students.
- 4.6. School shall instruct students that they must wear badges provided to them by Entity designating their status as students and must comply with any Entity dress code.
- 4.7. School shall inform all students enrolled in the Program that, as a condition of participation in the Program at Entity, 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 Entity prior to beginning their clinical rotations. School agrees that it will place at Entity only those students who meet the requirements in this paragraph.
- 4.8. School shall comply, and shall require its directors, officers, agents, employees, representatives, faculty, students, and volunteers to comply, with any and all applicable Entity rules and regulations, policies and procedures, and any and all applicable state and federal laws and regulations related to Program activities at Entity in connection with this Agreement.
- 4.9. Prior to allowing any student or faculty member to participate in any clinical rotation at Entity, 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 Entity 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.
- 4.10. School shall ensure that students comply with Entity's policies and procedures and requirements pertaining to required criminal background checks, immunizations and other health screenings.
- 4.11. School shall notify students that the student, not Entity, is solely responsible for obtaining and maintaining all required uniforms, providing living accommodations and transportation to and from Entity, and assuming all expenses incurred in connection with the student's participation in the Program.

5. STATUS OF STUDENTS.

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

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

6. CONFIDENTIAL INFORMATION.

- 6.1. 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 Entity 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 Entity'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 Entity. Such confidential and proprietary information includes, without limitation, information regarding Entity'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).

7. INDEMNITY AND INSURANCE.

- 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 (i) the indemnifying Party's performance or nonperformance of any obligation under this Agreement or (ii) 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 Entity 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 Entity 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 Entity 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 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. Entity shall procure and maintain a program of insurance or self-insurance to provide general commercial liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) 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, Entity shall provide School with certificate(s) evidencing the foregoing coverage. Entity shall provide at least thirty (30) days prior written notice to School of any substantial change to or cancellation of said coverage.
- 7.5. School shall procure and maintain insurance coverage as follows:
 - 7.5.1. General liability insurance in amounts of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) 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 Entity.
 - 7.5.2. Professional liability insurance in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) annual aggregate to insure its students and faculty assigned to Entity 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 Entity.
 - 7.5.3. Workers' compensation and employer's liability insurance for any student, faculty, or employee assigned to Entity under this Agreement who may be characterized as an employee of the School under applicable law.
 - 7.5.4. 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 Entity 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 Entity 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 Entity. 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.

8. COMPLIANCE WITH FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.

- 8.1. 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. Entity 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 Entity generates or maintains educational records related to a student

participating in the Program, Entity 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, Entity 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 Entity 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 Entity to carry out the Program.

9. OWNERSHIP AND USE OF HEALTH INFORMATION.

- 9.1. The Parties acknowledge that Entity 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 Entity 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 Entity, the Parties agree that such students and faculty shall be subject to, and at all times shall abide by, all Entity policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to Entity'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 Entity under this Agreement, that students and faculty participating in the Program will (i) access, use and disclose protected health information only to the minimum extent 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 Entity issued hardware and equipment, not removing patient information from Entity without express approval as required by Entity policy, and returning all patient information to Entity at the end of Program participation; and (iii) comply with all Entity privacy and security Policies and Procedures and training as a member of Entity's HIPAA Workforce in relation to Program participation.

10. MISCELLANEOUS.

- 10.1. 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.
- 10.2. Notice. Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail, overnight delivery, courier, or email to the following address:

If to Entity: The Hospital Committee for the Livermore-Pleasanton Areas
 Attn: Contract Administration
 300 Pasteur Drive, Mail Code 5572
 Stanford, CA 94305
 Email: ContractAdministration@stanfordhealthcare.org

If to School: Chabot Las Positas Community College District
Attn: Connie Telles
7600 Dublin Blvd 3rd Floor
Dublin, CA 94568
Email: ctelles@chabotcollege.edu

- 10.2.1. Any change to the notice address listed above by a Party must be given to the other Party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, or sent by overnight delivery or courier service, three (3) business days following the date of mailing if the notice is sent by United States certified mail, or the date of transmission if the notice is sent by email. Each Party agrees to maintain evidence of the respective notice method utilized.
- 10.3. Names and Logos. School may not use the name, logo, or corporate identity of Entity, Stanford University, or any other affiliates of Entity or Stanford University for any purpose or quote the opinion of any employee of any of the foregoing in any advertising or other publicity without obtaining the prior written consent of the entity whose name, logo, or corporate identity is proposed to be used or whose employee is proposed to be quoted. Notwithstanding the foregoing, during the term of this Agreement, School may use the Entity name solely for the purposes of identifying Entity as the location of School's Program under this Agreement to students.
- 10.4. Severability. If any term or provision of this Agreement should be declared invalid, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.
- 10.5. 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.
- 10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of principles of conflicts of laws.
- 10.7. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- 10.8. Entire Agreement. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. School and Entity agree to amend this Agreement to the extent the amendment (i) is required by an applicable regulatory authority and (ii) does not materially affect the provisions of this Agreement. 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.
- 10.9. Survival. Notwithstanding termination or expiration of this Agreement, the provisions of the sections entitled Confidential Information; Indemnity and Insurance; Ownership and Use of

Health Information; Miscellaneous; and such other terms and conditions that, by their nature and context, survive expiration or termination of this Agreement, will survive.

- 10.10. Affiliates. School agrees that it will extend the terms and conditions set forth in this Agreement for the provision of clinical education experience to students to additional entities. For the purposes hereof, an “Additional Entity” shall mean any person, partnership, corporation, limited liability company, or other legal entity which, directly or indirectly, Control, are Controlled by, or are under common Control with Entity. “Control” means the right to vote for or appoint a majority of the board of directors or other comparable governing body of such entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management of such person or entity. For clarity and the avoidance of doubt, an Additional Entity currently includes: Stanford Health Care; Lucile Salter Packard Children’s Hospital at Stanford; The Hospital Committee for the Livermore-Pleasanton Areas; University HealthCare Alliance; Packard Children’s Health Alliance; and Stanford Blood Center, LLC.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement and agree to the terms above.

Chabot Las Positas Community College District The Hospital Committee for the Livermore-Pleasanton Areas

Jonah R. Nicholas

X: [Jonah R. Nicholas \(Sep 23, 2021 16:45 PDT\)](#)

Signature of Authorized Representative
Printed Name: Jonah R. Nicholas
Title: Vice Chancellor, Business Services
Date:

X: _____
Signature of Authorized Representative
Printed Name: Mary Dunn
Title: Director
Date:

EXHIBIT A
PROGRAM PARTICIPATION AGREEMENT

This Program Participation Agreement is entered into as of **November 14, 2021** (“Effective Date”) by and between **The Hospital Committee for the Livermore-Pleasanton Areas, a California nonprofit public benefit corporation** (“Entity”) and **Chabot Las Positas Community College District** (“School”) and is an exhibit to and incorporated into a Clinical Education and Training Agreement between Entity and School dated **November 14, 2021**.

<u>Program Name</u> (“Program”):	Chabot Registered Nursing Program
<u>Specific Program Requirements</u> (if any):	The following items are included in the contract but specific language is required by the Board of Registered Nursing. WHEREAS, the parties desire to amend said contract to add the following requirements as stipulated by the Board of Registered Nursing Section 1427 © to Section II: SPECIFIC RESPONSIBILITY AND RIGHTS OF THE CLINICAL FACILITY (1) Assurance of the availability and appropriateness of the learning environment in relation to the program’s written objectives; (2) Provision for orientation of faculty and students; (3) A specification of the responsibility and authority of the facility’s staff as related to the program and to the educational experience of the students; (4) Assurance that staff is adequate in number and quality to insure safe and continuous health care services to patients; (5) Provision for continuing communication between the facility and the program; (6) A description of the responsibilities of faculty assigned to the facility utilized by the program.
<u>School Point of Contact:</u>	Name: Connie Telles Phone Number: 510-723-6874 Email: ctelles@chabotcollege.edu
<u>Entity Point of Contact:</u>	Name: Mary Dunn Phone Number: Email: mdunn@stanfordhealthcare.org
<u>Program Name</u> (“Program”):	Emergency Medical Services (Paramedic and EMT)
<u>Specific Program Requirements</u> (if any):	The following items are included In the contract but specific language is required by the

	<p>Commission on Accreditation of Allied Health Education Programs.</p> <p>WHEREAS, the parties desire to amend said contract to add the following requirements as stipulated by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) Section III A 2: Resources of the Clinical Affiliation</p> <p>For all affiliations, students must have access to adequate numbers of patients, proportionally distributed by age-range, chief complaint and interventions in the delivery of emergency care appropriate to the level of the Emergency Medical Services Profession(s) for which training is being offered. The clinical/field experience/internship resources must ensure exposure to, and assessment and management of the following patients and conditions:</p> <ul style="list-style-type: none"> • adult trauma and medical emergencies » airway management to include endotracheal intubation • obstetrics to include obstetric patients with delivery and neonatal assessment and care • pediatric trauma and medical emergencies including assessment and management • Geriatric trauma and medical emergencies.
<p><u>School Point of Contact:</u></p>	<p>Name: Connie Telles Phone Number: 510-723-6874 Email: ctelles@chabotcollege.edu</p>
<p><u>Entity Point of Contact:</u></p>	<p>Name: Mary Dunn Phone Number: Email: mdunn@stanfordhealthcare.org</p>

The Parties agree that they will comply with all terms and conditions of the governing Clinical Education and Training Agreement.

Valley Care Contract 2021-10-19

Final Audit Report

2021-09-23

Created:	2021-09-23
By:	Dawn Neideffer (dneideffer@clpccd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9br5z6-QO8abIW-P7tyf9JWPagfvs0HV

"Valley Care Contract 2021-10-19" History

-  Document created by Dawn Neideffer (dneideffer@clpccd.org)
2021-09-23 - 11:40:50 PM GMT- IP address: 205.155.225.253
-  Document emailed to Jonah R. Nicholas (jnicholas@clpccd.org) for signature
2021-09-23 - 11:41:30 PM GMT
-  Email viewed by Jonah R. Nicholas (jnicholas@clpccd.org)
2021-09-23 - 11:44:37 PM GMT- IP address: 12.207.20.178
-  Document e-signed by Jonah R. Nicholas (jnicholas@clpccd.org)
Signature Date: 2021-09-23 - 11:45:54 PM GMT - Time Source: server- IP address: 12.207.20.178
-  Agreement completed.
2021-09-23 - 11:45:54 PM GMT