

CLINICAL EDUCATION AGREEMENT
WITH
STANFORD HOSPITAL AND CLINICS

This Clinical Education Agreement (this "Agreement") is made and effective as of January 1, 2010 (the "Effective Date"), by and between Stanford Hospital and Clinics, a California non-profit public benefit corporation ("SHC"), and the Chabot-Las Positas Community College District (collectively "School").

RECITALS

WHEREAS, SHC operates a hospital located at the Stanford University Medical Center, and

WHEREAS, School conducts an accredited training program in Surgical Technology at Las Positas College which requires clinical experience for students enrolled in said program (collectively, the "Program"); and

WHEREAS, it is to the benefit of both School and SHC that students enrolled in the Program have opportunities to gain clinical experience and enhance their capabilities by providing clinical services at SHC with appropriate supervision and instruction;

NOW, THEREFORE, School and SHC agree as follows:

I. RESPONSIBILITIES AND PRIVILEGES OF SHC

- A. SHC shall appoint a person to be the Designee for the Program at SHC. The Designee shall have the authority to approve or disapprove any and all aspects of the Program as conducted at SHC. SHC reserves the right to appoint a different Designee at any time.
- B. The Designee shall schedule student rotations, coordinate the use of SHC's facilities for the clinical experience of School's students, and participate in joint planning with representatives of all involved services and departments of SHC or Lucile Packard Children's Hospital at Stanford.
- C. SHC shall have the authority to approve or disapprove any and all aspects of the Program as conducted pursuant to this Agreement, including, but not limited to, limiting the number of Program students who may train at the SHC at any given time. Any Program activity may be limited or the use of any facility withdrawn when, in the opinion of the Designee, such activity or use could interfere with the effective operation of SHC. The Designee shall promptly give oral notice, followed by written notice, to School regarding any such limitation or withdrawal.
- D. SHC shall at all times have ultimate responsibility for all aspects of patient care, provided that this responsibility shall in no way limit the responsibility or obligations of School and its faculty and students under this Agreement.
- E. Specifically identified members of the staff of SHC may provide clinical

instruction in the Program upon the request of the School and approval by the Designee. Such approval shall be documented in writing.

- F. Students enrolled in the Program shall be permitted to use SHC supplies and equipment that are determined by SHC to be necessary (1) for patient care services in which the students are involved and (2) to meet the clinical experience requirements of the Program.
- G. Service and educational facilities (i.e., conference rooms) at SHC will be made available to School's students and faculty at such times and to the extent such facilities are available and such use is approved in advance by the Designee.
- H. In his/her sole discretion, but subject to the authority of SHC to rescind any such action by the Designee and to take whatever action SHC deems appropriate, the Designee may:
 - (a) require that School immediately remove any student or faculty member from SHC's facilities, whenever the Designee determines that a student or faculty member of School is not participating satisfactorily in the Program or that the student or faculty member's continued participation in the Program could be a detriment to patient care or the efficient or effective operation of SHC; and
 - (b) refuse access to clinical areas in SHC to any or all of School's students or faculty, in the event such students or faculty are deemed by the Designee to have violated any SHC policies, procedures or rules and regulations.

II. RESPONSIBILITIES AND PRIVILEGES OF SCHOOL

- A. School shall obtain and continuously maintain full accreditation for the Program with the appropriate accrediting body.
- B. School shall procure and maintain in effect worker's compensation and employer's liability insurance for the Program for any student assigned to SHC under this Agreement who might be considered an employee of the School under applicable law, or a qualified and approved self-insurance plan that covers such liabilities, in the form and amount required by law. School shall be responsible for filing and defending any worker's compensation claims on behalf of School's directors, officers, agents, employees, representatives, students, faculty and volunteers. In addition, School shall procure and maintain in effect the liability coverage described in Article V of this Agreement.
- C. School shall develop a proposed instructional agenda which identifies the staff, resources and facilities necessary to meet the Program's educational goals. The proposed instructional agenda shall be made available to the Designee at a time agreed upon by the Designee and School's faculty, but in no event less than sixty

(60) days prior to the implementation of the proposed instructional agenda. The proposed instructional agenda shall be revised at the request of the Designee or as deemed necessary or appropriate by the Designee or SHC in order to avoid conflict with SHC's patient care responsibilities, policies and procedures and/or SHC's educational, research and training programs. No instructional agenda shall be implemented by School without prior written approval by the Designee.

- D. Prior to the beginning of each clinical rotation period of the Program, School shall provide the Designee with a list of student names and addresses for that clinical rotation, along with any additional information requested by the Designee or SHC.
- E. School shall provide a member of its faculty who is both a qualified teacher and a competent, licensed practitioner in the applicable clinical discipline to coordinate the Program with the Designee and SHC.
- F. School shall provide orientation for each of its faculty members to familiarize them with SHC policies, practices and facilities before assigning such faculty to duties at SHC.
- G. School shall provide name badges to students designating student status, establish and enforce a dress code acceptable to SHC and assure that patients and any adult family members present at the bedside are made fully aware of the student status.
- H. Designee and School shall cooperate in setting regularly scheduled meetings consisting of the Designee and appropriate School and SHC staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students.
- I. School shall comply, and shall cause its directors, officers, agents, employees, representatives, students, faculty and volunteers to comply, with any and all applicable SHC regulations, rules, policies and procedures, as well as any and all applicable state and federal law and regulations related to Program activities at SHC in connection with this Agreement. School's faculty members shall be jointly responsible with School for such faculty members' compliance under this paragraph.
- J. Prior to allowing any student or faculty member to participate in any clinical rotation at SHC, 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 SHC 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.

- K. School shall notify students that the student, not SHC, is solely responsible for obtaining and maintaining all required uniforms, providing living accommodations and transportation to and from SHC, and assuming all expenses incurred in connection with the student's participation in the Program.
- L. School shall notify students that any student providing direct patient care may not have artificial nails.

III. STATUS OF STUDENTS

- A. In no event shall School's students be considered to be SHC employees, nor shall they be utilized to replace SHC staff. Students shall have no expectation of receiving compensation or future employment from SHC or School by virtue of their participation in the Program.
- B. During their clinical experience assignment, students must conform to the same standards as are set for SHC employees in matters relating to the welfare of patients and general SHC operations.

IV. PERIOD OF AGREEMENT

This Agreement shall commence on the Effective Date and continue in effect for a maximum of five (5) years, unless terminated by written notice of either party as provided in this Article IV.

- A. Notice of termination by School must be received by SHC no later than three (3) months prior to the last day of School's academic year, to become effective on the last day of that academic year.
- B. Any notice of termination by SHC intended to be effective upon completion of the last day of School's academic year must be received by School no later than three (3) months prior to the last day of School's academic year. SHC also has the right to terminate this Agreement immediately upon written notice in the event that School materially fails to perform any of its responsibilities described in this Agreement.

V. INSURANCE AND INDEMNITY

- A. SHC shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of not less than three (3) years following termination of this Agreement. Upon

request, SHC shall provide School with certificate(s) evidencing the foregoing coverage. SHC shall provide at least twenty-five (25) days prior written notice to School of any substantial change to or cancellation of said coverage.

- B. School shall procure and maintain in full force and effect insurance with an insurance company acceptable to SHC, or shall maintain a self-insurance program acceptable to SHC, which provides coverage for the negligent or otherwise wrongful acts or omissions of the School, its officers, directors, employees, agents, faculty and students. Such coverage shall have limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. School shall, upon request, provide SHC with certificate(s) of the foregoing coverage. School shall provide at least twenty-five (25) days prior written notice to SHC of any substantial change to or cancellation of said insurance.
- C. SHC shall indemnify and hold School harmless from and indemnify it against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which School incurs as a result of the negligent or otherwise intentional acts or omissions of SHC, Lucile Packard Children's Hospital at Stanford, or their officers, directors, employees or agents, in the performance of activities or SHC's responsibilities and privileges under this Agreement. The obligations of SHC 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 School may incur as a result of the negligence or other intentional acts or omissions of School or its officers, directors, employees, agents, faculty or students.
- D. Notwithstanding the provisions of paragraph V.C above, School shall indemnify and hold SHC, Lucile Packard Children's Hospital at Stanford and their directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of the negligent or otherwise intentional acts or omissions of School, its officers, directors, employees, agents, faculty or students in the performance of the activities or School's responsibilities and privileges under this Agreement. School shall also indemnify and hold SHC, Lucile Packard Children's Hospital at Stanford and their directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of workers compensation claims by students. The obligations of School pursuant to this paragraph shall not extend to any proportion of liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which SHC, Lucile Packard Children's Hospital at Stanford or their directors, officers, employees, or agents may incur as a result of the negligence or other intentional acts or omissions of SHC, Lucile Packard Children's Hospital at Stanford or their officers, directors, employees or agents. For purposes of Section V of this Agreement, students and faculty of the School assigned to SHC under this

Agreement shall be deemed to be the agents of the School.

VI. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors. Neither School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of SHC. Similarly, neither SHC nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of School. In no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

Each party shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of its own employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the School and SHC or their respective employees or agents.

Each and every person providing services to the School under this Agreement shall, at all times, remain an employee of SHC. SHC's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from School, nor shall they be entitled to overtime pay from School. SHC is solely responsible for paying all necessary State or Federal tax for itself and its employees. School will make no State or Federal unemployment insurance or disability insurance contributions on behalf of SHC and/or its agents or employees. Neither SHC nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of School may otherwise have in the event of termination of this Agreement.

Each and every person providing services to SHC under this Agreement shall, at all times, remain an employee of School. School's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the SHC, nor shall they be entitled to overtime pay from SHC. School is solely responsible for paying all necessary State or Federal tax for itself and its employees. SHC will make no State or Federal unemployment insurance or disability insurance contributions on behalf of School and/or its agents or employees. Neither School nor its employees shall have any property rights to any position, or have any of the rights an employee of SHC may otherwise have in the event of termination of this Agreement.

The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

VII. NON-DISCRIMINATION

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

VIII. GENERAL

- A. Non-Exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services covered by this Agreement.
- B. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any term or condition hereof 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.
- C. Assignment. Neither party shall 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.
- D. Severability. Should any provision of this Agreement for any reason be declared by a court of competent jurisdiction to be void, unenforceable or invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared that each party would have executed the remaining portions of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.
- E. Modifications and Amendments. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. School and SHC agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement.
- F. Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof

and contains all covenants and agreements between the parties with respect to said subject matter, and each party to this Agreement acknowledges that any representations, inducements, promises or acknowledgements, oral or otherwise, which have been made by any party or anyone acting on behalf of any party but which are not embodied herein, or in a later amendment which complies with paragraph VI.E, above, are not binding.

G. Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the State of California (except for the conflict of laws). Any dispute arising out of this Agreement shall be brought in a court located in the County of San Francisco, San Mateo, or Santa Clara in the State of California. School hereby consents to the jurisdiction of such a court solely for purposes of this Agreement.

H. Required Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to School shall be addressed and mailed as follows:

Janice Noble, Ph. D., Dean of Academic Services

Las Positas College
3000 Campus Hill Drive
Livermore, CA 94551

Notice to SHC shall be addressed and mailed as follows:

Stanford Hospital and Clinics

[Address]

[Department]

Stanford, CA 94305

Attention: [Redacted]

With a copy to:

Stanford University Office of the General Counsel

Building 170, 3rd Floor, Main Quad

P.O. Box 20386

Stanford, CA 94305-2038

Attention: Chief Hospital Counsel

I. Ownership and Use of Health Information. The parties acknowledge that SHC 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 SHC has certain obligations to protect the privacy and security of "protected health information" thereunder. To the extent that School students and faculty have access to protected health information by virtue of their participation in the Program at SHC, the parties agree that such students and faculty shall be subject to, and at all times shall abide by, all SHC policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to SHC'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 SHC under this Agreement, that students and faculty participating in the Program will access and use protected health information only as minimally necessary to provide treatment to patients pursuant to his or her participation in the Program. School shall obtain the written agreement of each student and faculty member to comply with the provisions of this paragraph VI.I. The provisions of this paragraph VI.I shall survive the termination of this Agreement.

J. Use of Names and Logos. School may not use the name, logo or corporate identity of Stanford Hospital and Clinics, Lucile Packard Children's Hospital or Stanford University for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit School, during the term of this Agreement, from using the SHC name, solely to identify SHC as the location of School's Program under this Agreement to students. Further, School understands and agrees that:

(1) any use of the Stanford name requires the prior written approval of the Chief Executive Officer of SHC or her designee;

(2) any restrictions on the use of the Stanford name that may be imposed on SHC by Stanford University from time to time shall be applicable to any use of the Stanford name by the School;

(3) any use of the Stanford name by SHC is subject to termination by Stanford University, and any such termination shall effect a termination of School's right to any use of the Stanford name; and

(4) Stanford University or SHC has the right to terminate, with or without cause, any right to use the Stanford name by School upon thirty (30) days prior written notice to School.

The the same extent, SHC may not use the name, logo or identity of Chabot-Las Positas Community College District, Chabot College, or Las Positas College for any purpose without the prior written consent of School; provided, however, that

nothing herein shall prohibit SHC, during the term of this Agreement, from identifying School's Program at SHC under this Agreement to students. Further, SHC understands and agrees that any use of School's name requires the prior written approval of School's Vice-Chancellor of Business Services or his designee;

K. Counterparts: This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.

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

SCHOOL

SHC

By: _____

By: _____

Printed Name: Mr. Lorenzo Legaspi

Printed Name: _____

Title: Vice Chancellor, Business Services, Chabot-Las Positas Community College District

Title: _____