

**MASTER STUDENT PROGRAM AGREEMENT  
FOR CLINICAL HEALTH SCIENCES PROGRAM**

THIS AGREEMENT (hereinafter "AGREEMENT") made and entered into this 1st day of January 2010 (hereinafter "Effective Date") by and between Chabot-Las Positas Community College District, a California community college district,, with its principal place of business located at 7011 Koll Center Parkway, Suite 200, Pleasanton, California 94566, (hereinafter referred to as "COLLEGE"), and WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, a duly licensed district hospital, d.b.a. Washington Hospital Healthcare System, with its principal place of business located at 2000 Mowry Avenue, Fremont, CA 94538, (hereinafter referred to as the "HOSPITAL").

**WITNESSETH**

WHEREAS, the COLLEGE and HOSPITAL (individually referred to as Party or collectively as Parties) both acknowledge a public obligation to contribute to community health education; and

WHEREAS, the COLLEGE conducts a Clinical Health Services Program at its Las Positas College campus, located at 3000 Campus Hill Drive, Livermore CA 94551-7623, (hereinafter referred to as "PROGRAM" and identified on Exhibit A) for Clinical Health Science Students (hereinafter "STUDENTS"), and such PROGRAM requires certain educational experiences and clinical practice in-patient care available in the HOSPITAL; and

WHEREAS, the COLLEGE desires, upon agreement with the HOSPITAL, to assign STUDENTS to the HOSPITAL, to use the clinical facilities of the HOSPITAL as a part of the COLLEGE's training and PROGRAM.

NOW THEREFORE, In consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of mutual benefits to be derived therefrom, the Parties agree as follows:

**I. NON-DISCRIMINATION**

Both Parties agree they shall not, on a basis of race, creed, color, age, religion, gender, sexual orientation, handicap or national origin unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this AGREEMENT.

**II. SPECIFIC RESPONSIBILITIES AND RIGHTS OF THE COLLEGE**

- A. The COLLEGE Health Services Program Faculty (hereinafter referred to as "COLLEGE COORDINATOR"), and identified on Exhibit B as COLLEGE Coordinator or COLLEGE Alternate, and the STUDENTS of COLLEGE will observe the policies and regulations of the HOSPITAL, and comply with established standards in relation to the care and welfare of the patients.
- B. The COLLEGE will, in cooperative effort with the HOSPITAL, arrange for the designated COLLEGE COORDINATOR to become familiar with the HOSPITAL hospital/clinic procedures, policies, practices, and facilities. This is to be done before instruction of the STUDENTS.

- C. The COLLEGE shall be responsible for the planning and implementation of the educational programs, and for determining the STUDENT'S final grade based on the clinical evaluation.
- D. The COLLEGE is responsible for implementing and maintaining all STUDENTS' records in conjunction with the educational experience at the HOSPITAL.
- E. The COLLEGE shall specify appropriate STUDENT and faculty dress.
- F. The COLLEGE shall provide and be responsible for educational materials not specifically provided by the HOSPITAL.
- G. The designated COLLEGE COORDINATOR shall have regularly scheduled meetings with the HOSPITAL'S designated coordinator of clinical education (hereinafter referred to as "HOSPITAL COORDINATOR" and identified on Exhibit B as Hospital Coordinator or Hospital Alternate), and other designated persons in the HOSPITAL for the purpose of interpreting, discussing, and evaluating the clinical instruction program.
- H. It is the responsibility of the COLLEGE to assign for clinical experience only those STUDENTS who meet the health requirements of both the HOSPITAL and the COLLEGE, and whose academic records meet the COLLEGE requirements.
- I. The COLLEGE confirms that it has methods in place to assure the competency of its staff and/or students (as appropriate) to perform tasks they might be assigned to the satisfaction of the HOSPITAL, if applicable, as to their training program. This documentation can be requested by the HOSPITAL at any time. Such methods of assuring competency may include (as applicable):
  - 1. Current CPR certification;
  - 2. Skill checklists;
  - 3. Specialty testing; and
  - 4. Job-specific/age-specific competency validation.
- J. The COLLEGE shall ensure that STUDENTS meet the following health requirements:
  - 1. A negative (clear) TB test (2-step PPD or clear X-ray within 1 year).
  - 2. Proof of vaccination against (or have documented immunity to) measles, mumps, rubella, and varicella.
  - 3. A negative (clear) drug screen (for illegal drugs, "Panel 5").
  - 4. Knowledge of universal precautions and use of personal protective equipment.

- K. For the safety of HOSPITAL employees and patients, the COLLEGE will conduct industry-standard background checks satisfactory to the HOSPITAL on staff and STUDENTS participating under the terms of this AGREEMENT. The background check will including recent criminal background check containing: Social Security Trace, Criminal warrant/records checks for geographic areas indicated by applicants and/or discovered by SS Trace, criminal alias checks, DMV checks (for driving positions), and OIG Health Care Program Exclusion name search. Upon request from the COLLEGE, if a student is under age eighteen (18), HOSPITAL will consider waiving the standard background check based on legal protections set forth under California law for minors - specifically, those under the age of 18.
- L. STUDENTS participating in the PROGRAM under this agreement are not employees of the COLLEGE or the HOSPITAL. Students shall have no expectation of receiving compensation or future employment from HOSPITAL or COLLEGE by virtue of their participation in the PROGRAM. They shall not engage in patient care activities and shall not replace HOSPITAL staff except as may be necessary as part of their educational training and subject to any and all applicable laws. However, nothing in this AGREEMENT is intended to restrict the ability of HOSPITAL to employ students in any capacity for part-time work nor shall any provision in this AGREEMENT be construed to apply to such part-time work.
- M. The COLLEGE, on behalf of the Health Services Program Faculty of the COLLEGE agrees to provide worker's compensation insurance for the STUDENTS. The HOSPITAL shall have no obligation to provide any worker's compensation benefits for the COLLEGE COORDINATORS or STUDENTS. The HOSPITAL may provide emergency first aid only to STUDENT related injury or illness sustained as a result of the training program.
- N. The COLLEGE agrees to carry and maintain, throughout the entire term of this AGREEMENT, General liability insurance (covering bodily/personal injury & property damage) and Professional liability insurance (1 million each occurrence, 3 million aggregate, or as appropriate) from the Effective Date of this AGREEMENT and to name HOSPITAL as additional insured. The COLLEGE shall provide the HOSPITAL written documentation evidencing such insurance coverage prior to the Effective Date of this AGREEMENT.
- HOSPITAL agrees to carry and maintain, throughout the entire term of this AGREEMENT, General liability insurance (covering bodily/personal injury & property damage) and Professional liability insurance (1 million each occurrence, 3 million aggregate, or as appropriate) from the Effective Date of this AGREEMENT. Upon request, HOSPITAL shall provide the COLLEGE written documentation evidencing such insurance coverage.
- O. The COLLEGE agrees to conduct its activities in compliance with applicable state and federal laws and regulations, and to abide by HOSPITAL Policies and Procedures.
- P. To the extent COLLEGE receives Protected Health Information (as defined by 45 CFR § 160.103) (hereinafter "PHI") and to the extent COLLEGE meets the definition of Business Associate as set forth at 45 C.F.R. §1600.103, or applicable successor provisions, the following requirements shall apply:

1. COLLEGE shall not use or disclose any PHI other than to perform its normal duties under this contract (including proper management and administration) or as required by law.
2. COLLEGE shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this contract and shall report to HOSPITAL any use or disclosure of PHI not provided for by this contract of which COLLEGE becomes aware.
3. COLLEGE shall ensure that any agent or subcontractor, to whom COLLEGE provides PHI on behalf of HOSPITAL, agrees to the same restrictions and conditions that apply to COLLEGE with respect to such information.
4. Upon termination of this contract, COLLEGE shall use its best efforts to return or destroy all PHI relating to HOSPITAL, or if such return is not feasible, COLLEGE shall extend the protections of this contract to such information and limit further use and disclosure to those purposes that make return or destruction infeasible.
5. Notwithstanding any other provision in this contract, HOSPITAL may terminate this contract immediately if HOSPITAL has determined that COLLEGE has violated a material term of the contract.
6. The COLLEGE will require its students to follow HOSPITAL rules and regulations, and shall have each STUDENT, as assigned by COLLEGE to HOSPITAL under this AGREEMENT, execute an addendum embodying the HOSPITAL's "Confidentiality Agreement" in the form attached hereto as EXHIBIT C. Compliance with the HOSPITAL's rules, regulations and "Confidentiality Agreement" includes compliance with all HOSPITAL policies and procedures regarding confidentiality of personal health information in compliance with HIPAA. In the event such an addendum is not agreed and executed by each COLLEGE STUDENT, this AGREEMENT shall immediately terminate.

### **III. SPECIFIC RESPONSIBILITIES & RIGHTS OF THE HOSPITAL**

- A. The HOSPITAL will maintain standards that make it eligible for approval as an extended campus for STUDENTS enrolled in the PROGRAM.
- B. The HOSPITAL will permit the designated COLLEGE COORDINATORS and STUDENTS of the COLLEGE to utilize the patient care and patient service facilities as agreed to in the plan for clinical instruction, subject to revision to meet the needs of the HOSPITAL and/or the COLLEGE, and as agreed to in writing and signed by both Parties.
- C. The HOSPITAL will provide regular staff for patient care in areas where STUDENTS are obtaining clinical experience. Any services rendered by the STUDENT during this experience are to be considered clinical experience and in addition to planned patient care for that area.

- D. The HOSPITAL will designate an individual within each health science discipline to serve as a HOSPITAL COORDINATOR and act as a liaison between the designated COLLEGE COORDINATORS of the COLLEGE.
- E. The HOSPITAL will provide the following physical facilities for the COLLEGE PROGRAM:
- Patient charts, Kardex, etc.;
  - Procedure books and/or policy manuals;
  - Standard reference books and dictionaries;
  - Supplies and equipment; as used for patient care, for the purpose of demonstration, practice and patient treatment;
  - Use of the HOSPITAL medical library if available.
- F. The HOSPITAL will permit its employees to participate in the educational programs as resource persons and clinical experts, providing such participation does not interfere with the HOSPITAL's assigned duties.
- G. The HOSPITAL shall have the right to refuse use of its facilities to any STUDENT who does not comply with the HOSPITAL'S requirements or performs in a manner which poses a threat to any patient, the HOSPITAL, or the HOSPITAL'S STAFF.
- H. The HOSPITAL shall have the right to immediately refuse to continue a STUDENT's clinical education experience for the following behavior as perceived by HOSPITAL or any of its agents: (a) insubordination or failure to follow instructions; (b) unexcused failure to appear for clinical education experience assignments as scheduled; or (c) bad acts, including, but not limited to, harassment, theft, or violence, or the attempt or threat of same. The HOSPITAL is not obligated to offer employment to any STUDENT nor compensate the COLLEGE or any STUDENT.
- I. The HOSPITAL retains administrative and professional responsibility for HOSPITAL services rendered.

#### **IV. MUTUAL INDEMNIFICATION**

- A. COLLEGE agrees to indemnify, defend and hold harmless, HOSPITAL and its affiliates, its directors, trustees, officers, agents, and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of COLLEGE or its directors, officers, employees, faculty or students in conducting the Program at HOSPITAL as authorized by this Agreement.
- B. HOSPITAL agrees to indemnify, defend and hold harmless COLLEGE, its officers, agents, employees against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorneys' fees, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of HOSPITAL or its directors, officers, or employees, in conducting the Program at HOSPITAL as authorized by this Agreement.

## **V. TERM AND TERMINATION**

- A. This AGREEMENT shall remain in full force and effect for an initial term of six (6) months and will be extended for an additional six months, for a total term of one (1) year, pending the COLLEGE providing proof of successful accreditation no later than June 1, 2010. This AGREEMENT shall cover each scheduled COLLEGE PROGRAM and HOSPITAL as set forth in this AGREEMENT and Exhibits A, B, C and D (the Addendum, described below) (all of which are incorporated herein by reference into this AGREEMENT).
- B. Pending the COLLEGE providing written proof of the successful accreditation status, the term of this AGREEMENT thereafter will be subject to automatic renewal for additional one (1) year periods, up to a period of five (5) years, effective upon annual review and sign-off by the designated COLLEGE and HOSPITAL COORDINATORS on the Addendum, entitled "Addendum to the Master Student Program Agreement for Clinical Health Sciences program, Annual Review Record", attached hereto as Exhibit D, or unless this AGREEMENT is otherwise terminated pursuant to Section IV(B)below.
- C. Each of the authorized officers of the Parties hereto shall have the right and privilege of canceling and terminating this AGREEMENT without cause or penalty upon ninety (90) day's written notice to the other. Upon the effective date of such termination, all rights and obligations of the parties hereunder shall cease and terminate except that the HOSPITAL and COLLEGE shall each perform fully any obligations under this AGREEMENT relating to an event occurring or circumstances existing prior to the date of termination. If notice of termination is given by HOSPITAL and the ninety (90) days expires during an instructional sequence, such termination shall not affect STUDENTS currently assigned to the HOSPITAL for the clinical experience and the termination shall become effective at the end of that instructional sequence, unless otherwise mutually determined and agreed to by the Parties hereto.

## **VI. ASSIGNMENT OF CONTRACT**

This AGREEMENT is not assignable without the prior written consent of the Parties hereto.

## **VII. INDEPENDENT CONTRACTOR**

The parties hereby acknowledge that they are independent contractors. Neither COLLEGE nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of HOSPITAL. Similarly, neither HOSPITAL nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of COLLEGE. 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, except as otherwise indicated in Section III herein. 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 COLLEGE and HOSPITAL or their respective employees or agents.

Employees of the COLLEGE or HOSPITAL shall not, at any time, or in any way, be considered an employee of the other Party, nor be entitled to sick leave, vacations, retirement, or other fringe benefits from the other Party, nor shall they be entitled to overtime pay from the other Party.

The HOSPITAL and COLLEGE are solely responsible for paying all necessary State or Federal tax for itself and its employees. Neither Party will make State or Federal unemployment insurance or disability insurance contributions on behalf of the other Party and/or the other Party's agents or employees. Neither Party, nor its agents or employees, shall have any property rights to any position, classification or faculty service, or have any of the rights an employee of the other Party may otherwise have in the event of termination of this Agreement.

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

#### **VIII. MISCELLANEOUS**

- A. Any provision of this AGREEMENT which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate other provisions hereof and such other provisions shall remain in full force and effect.
- B. No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of the provision as to that or any other instance. Any waiver granted shall only be in writing and shall apply solely to the specific instance expressly stated.
- C. This AGREEMENT shall be governed by and construed to be in accordance with the laws of the State of California. The sole and exclusive venue shall be in Alameda County, California.
- D. Each Party agrees that advanced written approval from the authorized officers for each party must occur prior to any contact, or communications with the press or media regarding this AGREEMENT.
- E. As public entities, both HOSPITAL and COLLEGE are subject to the California Public Records Act (as set forth at California Government Code Sections 6250-6270) and thus documents and other materials made or received by COLLEGE and HOSPITAL are subject to public disclosure. All information made or received between HOSPITAL and COLLEGE shall be deemed to be subject to public disclosure, except as provided by applicable law.

- F. This document constitutes the entire AGREEMENT by and between the Parties hereto and cannot be amended except by written consent of the authorized officials for both Parties to this AGREEMENT first obtained. COLLEGE and HOSPITAL agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement. Amendments to the Exhibits, attached hereto and incorporated by reference, shall not be considered a material change for purposes of this Section F.
- G. Headings used in this AGREEMENT are provided for convenience only and shall not be used to construe meaning or intent.
- H. Counterparts. This AGREEMENT may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument. Delivery of an executed counterpart of a signature page by email or facsimile transmission shall be effective as delivery of a manually executed originally signed counterpart.
- I. No Monetary Obligations. Except as specifically provided in this AGREEMENT or in any subsequent amendment hereto, no monetary obligation on the part of COLLEGE or HOSPITAL is hereby created. Consideration for the AGREEMENT is furnished by the mutual promises of the parties.
- J. Use of Names. COLLEGE shall not use the name of the HOSPITAL in any advertising campaign or in the solicitation of prospective students or any other purpose without the prior written approval of HOSPITAL thereto. However, nothing herein shall prohibit COLLEGE, during the term of this AGREEMENT, from using the HOSPITAL name, solely to identify HOSPITAL as the location of COLLEGE's Program under this Agreement to students.
- HOSPITAL shall not use the name of COLLEGE for any purpose without the prior written approval of COLLEGE thereto.
- K. Problem Resolution. The parties shall meet and attempt to resolve all disputes and differences that may arise between the parties hereto concerning construction, interpretation, performance, operations, or breach of the matters referred to in this AGREEMENT prior to seeking any legal remedy.
- L. 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.
- M. 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 VII(F), above, are not binding.



IN WITNESS WHEREOF, the COLLEGE and the HOSPITAL have caused this AGREEMENT to be executed by their duly authorized officers, as of the Effective Date first written above.

**WASHINGTON TOWNSHIP  
HEALTH CARE DISTRICT**

**COLLEGE:  
CHABOT-LAS POSITAS COMMUNITY  
COLLEGE DISTRICT**

BY: \_\_\_\_\_  
NANCY FARBER  
Chief Executive Officer

BY: \_\_\_\_\_  
Lorenzo Legaspi  
Vice-Chancellor of Business Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A – PROGRAM(S)**  
**CLINICAL HEALTH SCIENCES STUDENT PROGRAM**  
**LIST OF CLINICAL TRAINING PROGRAMS**

**NAME OF PROGRAM(S)**

- 1. Surgical Technology Program**

**EXHIBIT B - COORDINATORS**

**CLINICAL HEALTH SCIENCES STUDENT PROGRAM**

**COORDINATORS & ALTERNATES  
FOR  
HOSPITAL & COLLEGE**

HOSPITAL and COLLEGE have appointed the following individuals to plan and implement the training program and community projects/programs conducted under this AGREEMENT.

**PROGRAM TITLE: Surgical Technology Program**

<b>COORDINATORS</b>	<b>HOSPITAL</b>	<b>COLLEGE</b>
<b>Name:</b>	<b>Tracy Stone</b>	<b>Alexander Bachelor</b>
<b>Title:</b>	<b>Director, Perioperative Services</b>	
<b>Telephone:</b>	<b>510-494-7033</b>	<b>925-997-9660</b>
<b>Fax:</b>		
<b>Email:</b>	<b>tracy_stone@whhs.com</b>	<b>alexander.bachelor@yahoo.com</b>

<b>ALTERNATES</b>	<b>HOSPITAL</b>	<b>COLLEGE</b>
<b>Name:</b>	<b>Katie Choy</b>	
<b>Title:</b>	<b>Director, Education</b>	
<b>Telephone:</b>	<b>510-608-1366</b>	
<b>Fax:</b>	<b>510-494-7029</b>	
<b>Email:</b>	<b>katie_choy@whhs.com</b>	

**EXHIBIT C – CONFIDENTIALITY AGREEMENT**  
**WASHINGTON HOSPITAL HEALTHCARE SYSTEM**  
**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, as a Washington Hospital Healthcare System (“WHHS”) student intern, employee, contracted employee, member of the medical staff, allied health professional, volunteer, business associate, or other non-employee, recognize that I will have access to patient and business information which WHHS and its Administrative, Nursing and Medical Staff consider to be confidential and private. I have read and understand in its entirety WHHS’s Memorandum No. 1-141, “Privacy, Security and Confidentiality of Information,” which states the following policy:

***Any patient protected health information or business related information is confidential. Washington Hospital acknowledges both a legal and ethical responsibility to protect the privacy of this information. The indiscriminate or unauthorized review, use or disclosure of such information from any source is prohibited. Unauthorized disclosure is subject to disciplinary action, including termination, and/or legal action.***

As a condition of my employment/service with WHHS, I agree to abide by WHHS’s policies, this Confidentiality Agreement, and the following rules. I will ...

- not leave papers containing protected health information (PHI) or confidential information where public can view,
- not leave areas with PHI or confidential information unattended unless the area is locked,
- keep my voice low when discussing PHI or confidential information so others cannot overhear,
- only look at the minimum necessary amounts of PHI or confidential information to do my job,
- not disclose PHI or confidential information to anyone except in the furtherance of tasks or specifically assigned duties,
- shred PHI or confidential materials that need to be discarded,
- turn computer screens so public cannot view,
- log out of the application(s) I am using before departing any computer workstation,
- protect and not share my system password(s),
- choose passwords that are difficult for others to guess,
- change my password(s) as necessary and whenever I suspect they may have been breached, and
- respect and maintain the confidentiality of all disclosures, deliberations, records, and other information generated in connection with medical staff activities, and to make no voluntary disclosures of such information except to persons authorized to receive it in the conduct of Medical Staff Affairs.

**ACKNOWLEDGEMENT AND ACCEPTANCE:** I understand that violation of this Confidentiality Agreement will be subject to disciplinary action up to and including termination of my employment/service or medical staff privileges. I understand that in the performance of my duties at WHHS, I must hold patient, employee, business and proprietary information, and WHHS financial information in confidence. I understand that any unauthorized disclosure may have legal consequences to the person disclosing it, meaning that, if WHHS or any individual suffers legal damage as the result of any unauthorized disclosure, the person making the unauthorized disclosure may be sued and may be held liable for damages resulting from such disclosure. Further, I understand that any violation of confidentiality, privacy and security is a violation of WHHS policy, HIPAA (Health Insurance Portability and Accountability Act) and the State of California standards and regulations. I agree that confidentiality will be preserved even after terminating my services with WHHS.

Student Name (Please Print) \_\_\_\_\_ School Name: \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

WHHS Manager/Dept Head Signature \_\_\_\_\_ Date \_\_\_\_\_

If the terms of this Confidentiality Agreement or appropriate action are not clear to you, seek advice from WHHS Manager/Department Head.

Form: Universal Confidentiality Agmt (03/10/2006)

**EXHIBIT D – ADDENDUM**

**TO THE MASTER STUDENT PROGRAM AGREEMENT  
FOR CLINICAL HEALTH SCIENCES PROGRAM**

**ANNUAL REVIEW RECORD**

WHEREBY, Section IV (the Term and Termination section) of the WHHS MASTER STUDENT AGREEMENT FOR CLINICAL HEALTH SCIENCES PROGRAM (the “AGREEMENT”), dated January 1, 2010 (the “Effective Date”), by and between the Chabot-Las Positas Community College District (the “COLLEGE”), and WASHINGTON TOWNSHIP HEALTH CARE DISTRICT, d.b.a. WASHINGTON HOSPITAL, (the “HOSPITAL”), states that the AGREEMENT shall remain in full force and effect for an initial term of six (6) months and, pending the COLLEGE providing proof of successful accreditation to HOSPITAL no later than June 1, 2010, will be extended for an additional six months for a total initial term of one (1) year, and thereafter, will be subject to automatic renewal for additional one-year periods, up to a period of five (5) years from the Effective Date, effective upon annual review and sign-off by the designated COLLEGE and HOSPITAL COORDINATORS, or unless otherwise terminated pursuant to Section IV; and

WHEREAS the AGREEMENT covers the scheduled HOSPITAL and PROGRAM as follows:

WHEREAS the AGREEMENT covers each scheduled CLINICAL FACILITY and PROGRAM as follows:

- Surgical Technology Program

NOW, THEREFORE, designees of the COLLEGE and HOSPITAL do hereby affix their signatures to this ANNUAL REVIEW RECORD (“RECORD”) to certify that each has reviewed and agrees to continue the AGREEMENT of January 1, 2010 as first written for an additional one (1) year period.

THIS RECORD may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument. Delivery of an executed counterpart of a signature page by email or facsimile transmission shall be effective as delivery of a manually executed originally signed counterpart.

IN WITNESS WHEREOF, the parties have executed this RECORD as of the dates written below.

**WASHINGTON TOWNSHIP HEALTH  
CARE DISTRICT (d/b/a Washington Hospital)**

**COLLEGE: CHABOT-LAS POSITAS  
COMMUNITY COLLEGE DISTRICT**

<b>2011-2012 (for January 1, 2011 through December 31, 2012)</b>			
X		x	
Name & Signature	Date	Name & Signature	Date
<b>2012-2013 (for January 1, 2012 through December 31, 2013)</b>			
X		x	
Name & Signature	Date	Name & Signature	Date
<b>2013-2014 (for January 1, 2013 through December 31, 2014)</b>			
X		x	
Name & Signature	Date	Name & Signature	Date
<b>2014-2015 (for January 1, 2014 through December 31, 2015)</b>			
X		x	
Name & Signature	Date	Name & Signature	Date