

School Affiliation Agreement

This agreement is between Eden Medical Center a California not-for-profit corporation (hereafter referred to as "Hospital") located in Castro Valley, California, and Las Positas College (hereafter referred to as "School") located in Livermore, California and is effective through June 30, 2015. This agreement supersedes all other agreements for the programs listed below.

Recitals

Hospital owns and operates Eden Hospital and San Leandro Hospital collectively referred to as facilities.

School desires its students to obtain practical experience at Hospital's facilities through participation in a hospital program for Paramedic Clinical Education at Eden Medical Center facilities listed above.

In accordance with section 70713, title 22 of the California regulatory code, Hospital retains professional and administrative responsibility for services rendered.

Now, therefore, the parties agree as follows:

I. School's Responsibilities

- A. **Student Information:** School shall send to Hospital the name of proposed students to be enrolled in the program. Hospital shall obtain further contact information from approved students or faculty. Hospital shall regard all student information as confidential.
- B. **Schedule of Assignments:** School shall notify Hospital of its planned student schedules and assignments including, but not limited to, student's name and contact information, level of academic preparation, and length and dates of hospital experiences prior to planned hospital experience.
- C. **Program Coordinator:** School shall designate a faculty member to coordinate with designee of Hospital in the planning and implementation of program experiences for students.
- D. **Records:** School shall maintain all academic and personnel records for students. School will provide hospital with appropriate student records including but not limited to vaccination records, CPR cards, background check, and other documents as deemed necessary by hospital.
- E. **Supervision:** School shall supervise all students and instruction for both clinical and non-clinical experiences for students given at the hospital.

- F. Rules and Regulations: School shall enforce rules and regulations governing students that are mutually agreed upon by School and Hospital.
- G. Proof of Immunity: School shall provide Hospital, prior to students' arrival at Hospital with proof of immunity and evidence of TB screening consistent with Hospital's employee health policy and will notify Hospital if a student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Hospital would be placed at risk if treated by a particular student Hospital reserves the right to refuse to allow such students to participate in experiences at Hospital. Immunity documentation includes vaccination records or titers for rubella, rubella, varicella, and hepatitis B. TB screening requires the student to have a negative PPD skin test or, if known to have a positive PPD, a negative chest x-ray and to exhibit no symptoms of TB. Hospital is not financially responsible for providing students with tests, vaccinations, or treatments.
- H. Background: School shall provide proof of lawful background check for all students that include minimum verification of social security number, felony convictions, and a sanction search of the Department of Health and Human Services Office of the Inspector General for being listed as debarred, excluded, or otherwise ineligible for federal program participation.
- I. Drug Testing: School shall provide proof that all students have completed drug testing with negative results for illegal substances.
- J. Communication of Student Responsibilities: School shall notify students to
- a. Follow clinical and administrative policies and procedures, rules, and regulations of Hospital.
 - b. Arrange their own transportation to and from facility
 - c. Provide their own health insurance
 - d. Assume responsibility for necessary immunizations and TB screening and inform hospital of any known infections or communicable diseases.
 - e. Maintain confidentiality of patient information. No student shall have the right to receive any medical record, except when necessary in the regular course of the hospital experience. The discussion, transmission, or narration in any form by students of any patient information of a personal nature (medical or otherwise) obtained in the regular course of the program is forbidden except as a necessary part of the practical experience. Students are subject to immediate termination for inappropriate disclosure of patient information.
 - f. Follow the dress code of the Hospital and wear name badges identifying themselves as students
 - g. Attend an orientation of Hospital facilities provided by the school instructors or Hospital staff. Instructors and precepted students shall receive an orientation from the hospital as appropriate.

- h. Provide services to the Hospital's patients under the direct supervision of faculty provided by the School or Hospital provided preceptors.
- i. Notify Hospital immediately if any violations of federal or state laws occur at the hospital.
- j. Remain drug and alcohol free at all times when providing patient care and services at any Hospital facility. Students are subject to "reasonable suspicion" drug and alcohol testing by Hospital. Hospital may request immediate termination of any student who does not comply with this policy. A positive drug or alcohol test is also grounds for immediate and permanent removal of a student from the Hospital.

II. Hospital's Responsibilities

- A. Experience: Hospital shall accept from School the mutually agreed upon number of students enrolled in program and shall provide these students with supervised and appropriate clinical experiences.
- B. Patient Care: Hospital shall provide staff of adequate number and quality so as to ensure safe and continuous healthcare services for patients.
- C. Accreditation: Upon request Hospital will permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the School's students.
- D. Hospital Designee: Hospital shall designate a member of its staff to participate with the designee of School in planning and coordinating the training program.
- E. Records and Evaluations: Hospital shall provide student evaluations to the School upon request by the School.
- F. Withdrawal of Students: Hospital may request School to withdraw any student who is not performing satisfactorily in the program or who refuses to follow Hospital's policies and procedures, rules and regulations, or violates state or federal laws. Such requests must be in writing and must include a statement as to the reason(s) for the request. The School will comply with such a request immediately.
- H. Student Role: Student shall perform in a training capacity only and shall not treat patients in lieu of trained professionals employed by the Hospital. Students shall perform services for patients only when they are under the supervision of a qualified professional.

III. Non-Discrimination

The parties agree that all students participating in clinical and non-clinical hospital experiences pursuant to the agreement shall be selected without discrimination on the account of race, color, religion, national identity, national origin, ancestry, disability, gender, sexual preference, marital status, age, veteran status, medical condition, appearance, as defined in section 12926 of the California Government Code, citizenship or any other protected status within the limits imposed by law or agency policy.

IV. Status of Students

It is expressly agreed by School and Hospital that all students under the program are in attendance for educational purposes and such students are not considered employees of the Hospital for any purpose, including but not limited to compensation for services, employee welfare and pension benefits, or workman's compensation.

V. Indemnification

- A. School agrees to indemnify, defend, and hold harmless Hospital and its affiliates, parents, and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and attorney fees arising from negligent or intentional acts or omissions of the School, its officers, employees, or agents.
- B. Hospital agrees to indemnify, defend, and hold harmless School, its officers agents, and employees against any and all claims demands damages costs expenses of whatever nature, including court costs and attorney fees arising from negligent or intentional acts or omissions of the Hospital, its employees, or agents.

VI. Insurance

- A. School shall self insure or procure and maintain in force during the term of the agreement, at its sole cost and expense, insurance in the amounts that are reasonably necessary to protect it and the Hospital against liability arising from or incident to the use and operation of the Hospital by the School's students and naming the Hospital as an additional insured.
- B. Coverage shall be not less than one million dollars (\$1,000,000) for each occurrence and three million (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. School shall also maintain and provide evidence of the workers' compensation and disability coverage as required by law. In the event the School does not carry workers' compensation insurance on the students, School shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than ten thousand dollars (\$10,000).
- D. The School shall provide Hospital with a certificate of insurance evidencing insurance coverage required under this section and providing for not less than thirty (30) days written notice to the Hospital of the cancellation of such insurance. The School shall promptly notify the Hospital of any cancellation, reduction, or other material change in the amount or scope of insurance coverage required hereunder.

VII. Term and Termination

- A. Term: This agreement shall be effective as of July 1, 2012 and shall remain in effect for three (3) years thereafter.
- B. Renewal: This agreement may be renewed for subsequent three (3) year terms, by either part giving the other at least 30 days prior written notice of their desire to renew and the other party's agreement with such renewal prior to the expiration date of the current term agreement.
- C. Termination:
 - 1. Mutual Agreement: The agreement may be terminated by mutual agreement at any time upon written concurrence of the parties.
 - 2. Without Cause: Either party may terminate this agreement without cause with 30 days prior written notice. 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 completion would cause an undue financial burden on the Hospital or if the unit on which the student is assigned ceases to operate.

VIII. General Provisions

- A. Amendments: This agreement may be amended at anytime by mutual agreement of the parties, providing the amendment is in writing and signed by both parties. Notwithstanding the foregoing, should any provision of this agreement be in conflict with state or federal law, it shall be amended accordingly.
- B. Assignment: Neither party shall voluntarily or by operation of law assign or otherwise transfer this agreement without the other party's prior written consent. Any purported assignment in violation with this section shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns except as otherwise provided in this agreement.
- C. Arbitration: The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree on a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration of the American Health Lawyers Association or such other association to which the parties mutually agree upon. The arbitration shall take place in the county in which the Hospital is located.
- D. Attorney Fees: In the event any action, including arbitration is brought by either party to enforce or interpret this agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney fees, in addition, to such other relief as the court arbitrator may deem appropriate.
- E. Captions: Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this agreement are solely for the convenience of the parties are not a part of this agreement and shall not be used for the

interpretation or determination of validity of this agreement or any provision hereof.

- F. 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.
- G. Entire Agreement: This agreement is the entire agreement between parties and no other agreements oral or written have been entered into with respect to the subject matter of this agreement.
- H. 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 to of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond reasonable control of either party. However, both parties shall make good faith efforts to perform under this agreement in the event of any such circumstances.
- I. Governing Law: The validity, interpretation and performance of this agreement shall be governed by and construed in accordance with the laws of the state of California.
- J. Notices: Notices required under this agreement shall be sent to the parties electronically or by certified or registered mail.

Notice to the Hospital:

Kathy Lawrence, RN, MSN-Ed
Director of Nursing Education
Eden Medical Center
20103 lake Chabot Road
Castro Valley, CA. 94546
(510) 727-8239 (office)
Lawrenk@sutterhealth.org

Program Contacts

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Director of Nursing Education
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Notice to School:

Mr. Lorenzo Legaspi
Vice Chancellor of Business Services
District
Business Services Office
5020 Franklin Drive
Pleasanton, California 94588
(925) 485-5203 (Office)
LLegaspi@clpccd.org

Program Contacts

Neal Ely, PhD
Dean of Math, Science, Engineering,
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Las Positas College
3000 Campus Hill Drive
Livermore, CA 94551
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nely@laspositascollege.edu

- K. Remedies: the various rights, opinions, elections, powers, and remedies of the respective parties hereto contained in granted, or reserved by this agreement are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative and no one of them is exclusive if any of the others or of any right or priority allowed by law.
- L. Severability: The provisions of this agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder if this agreement shall be effective and binding upon the parties.
- M. Waiver of Provisions: Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- N. Compliance with the Law and Regulatory Agencies: Hospital and School shall comply with all applicable state and federal laws and valid rules and regulations of all governmental agencies having jurisdiction over: (1) the operation of Hospital; (2) the licensing of healthcare practitioners; and (3) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care and services from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. School shall also comply with all applicable standards and recommendations of The Joint Commission; bylaws and rules and regulations, policies and procedures of hospital its medical staff and medical staff departments and the rules regulating services provided to patients covered by Medi-Cal and Medicare benefits.
- O. No Referrals: nothing in this agreement is intended to obligate and shall not obligate any party to this agreement to refer patients to any other party.
- P. No third Party Beneficiaries: Unless otherwise set forth herein nothing contained in herein is intended nor shall be construed to create rights running to the benefit of third parties. \
- Q. Confidentiality: All parties agree to protect the confidentiality of each other's records and information, and shall not disclose confidential information without prior written consent of the other party. All patient records, reports, and information obtained, generated, or encountered relating to the training shall at all times be and remain the property of the Hospital. School shall warrant to Hospital that each student has received appropriate training in the student's duty to maintain confidentiality of patients and Hospital proprietary information at all times, and to comply with all federal and state laws relating to privacy individually identifiable health information (Protected Health Information). Such laws include, without limitation the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its attendant regulations as amended from time to time, and the California Confidentiality of Medical Information Act. Hospital reserves the right to provide appropriate confidentiality training to students and to designate students as members of the Hospital's workforce as defined by HIPAA. No Hospital patient information may be disclosed to or shared with School or its employees or agents during the course of the program unless Hospital has received express written patient authorization. Hospital shall

reasonably assist school in obtaining such authorization in appropriate circumstances. In the absence of such authorization students shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees or agents.

IX. Execution

By their signatures below, each of the following represents they have authority to execute this agreement and bind to the party on whose behalf their execution is made.

Hospital

School

_____ Signature _____

Name: Kathy Lawrence, RN, MSN-Ed

Name Lorenzo Legaspi

Title: Director of Nursing Education

Title Vice Chancellor of Business Services

Date: October 27, 2010

Date _____