

AGREEMENT FOR THE USE OF CLINICAL AND WORK-SITE LEARNING FACILITIES

This Agreement is entered into by and between the Chabot-Las Positas Community College District, hereinafter known as the "District" and ValleyCare Health System, hereinafter known as the "Agency".

WITNESSETH

WHEREAS, the Agency operates a clinical facility at 5555 W. Las Positas, Pleasanton, CA 94588.

WHEREAS, the District conducts educational programs such as, but not limited to: nursing, medical reception, emergency medical technician, paramedic, pharmacy technician, surgical technician, health and human services, accounting, marketing, business, computer science, engineering and transfer science hereinafter referred to as the "Programs".

WHEREAS, the parties desire that District students in its Programs use the Agency's facilities to improve their learning experience.

NOW THEREFORE, the parties agree as follows:

1. TERM

The initial term of this Agreement shall commence on April 1, 2012 and terminate March 30, 2015 in accordance with the provisions below.

This Agreement shall continue on a year-to-year basis, unless terminated by written notice thereof, delivered by either party to the other party, at least ninety (90) days prior to any anniversary date thereof.

Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving ninety (90) days prior written notice thereof to the other party, and upon the effective date of such termination, all rights and obligations of the parties hereunder shall cease and terminate except that the Agency and the District 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 Agency and the ninety (90) days expires during an instructional sequence, termination shall become effective at the end of that instructional sequence.

2. AGENCY

Subject to such reasonable rules and regulations as Agency shall from time to time adopt, Agency shall:

- A. Participate with District in planning and implementing educational and work-site learning opportunities of students;

- B. Permit each student designated in writing by District, pursuant to Section 3, subparagraph (B) hereof, the opportunity to participate in those types of educational experiences which may be available at Agency that are agreed upon by Agency and District. Permit such students, as well as District instructors, access to Agency facilities selected by Agency for such periods of time and for such educational experiences as may be determined by Agency and District; provided, however, that the clinical experiences permitted shall take place at such times and places which minimize interference with normal Agency routine;
- C. Provide supplies and equipment customarily available on Agency premises for class demonstration and instruction of students;
- D. Provide space for classroom and conference room use, provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors, at their own expense, to use cafeteria facilities used by Agency personnel, all to the extent that such space is available and as Agency may agree from time to time;
- E. Reserve the right exercisable in its sound discretion to exclude any person, students or others, from Agency in the event that such person's conduct, performance, or state of health is deemed objectionable or detrimental, having in mind the proper administration of said clinical facility and the best interest of the patients under care therein. Prior to taking such actions under this provision, Agency shall confer with the appropriate District representatives regarding the basis of any proposed exclusion and shall cooperate with District in discharging any District obligations related to such exclusion;
- F. Designate lines of authority and communication for relations between District faculty and the Agency so as to carry out the purposes of this Agreement;
- G. Provide orientation programs for the advice and information of new District instructors and students. Such orientation programs will include a delineation of Agency policies concerning ethical practices and drug abuse;
- H. Permit members of the staff of Agency to participate in educational experiences offered to the students of District on an advisory and consulting basis at such times and in such number as Agency shall determine; provided that such participation does not interfere with normal Agency activity;
- I. Agency shall promptly notify District of any illness or injury received by student or District faculty member resulting from participation of such student or faculty member in a clinical experience at Agency pursuant to this Agreement. If Agency is in a hospital setting, Agency shall provide emergency health care for such illness or injury received by a student or District faculty member; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care shall be vested in Agency, and Agency's determination in this regard shall be conclusive. All costs of emergency health care shall be paid by the District.

3. **DISTRICT**

District Shall:

- A. Participate with Agency in planning and implementing the education of students;
- B. Designate in writing a minimum of two (2) weeks prior to the commencement of each program the names of those students registered for the internship or clinical placement program at Agency, where required by Agency. The number of students eligible to participate in a program shall be determined by the Agreement of Agency and District;
- C. Recommend for clinical education and work-site learning only those students who possess a satisfactory academic record and have met the minimum requirements established by District for the Teaching Program;
- D. Designate lines of authority and communication for relations between District Administration and the appropriate Agency Administrator so as to carry out the purposes of the Agreement;
- E. Develop and facilitate an educational program Advisory Board that meets a minimum of four times per year.
- F. Retain full responsibility for all instruction, supervision, control, evaluation, and related matters concerning student participation in the educational programs at Agency, subject to such sharing of responsibility with Agency as shall be agreed upon by Agency and District. Student discipline shall be the exclusive responsibility of the District;
- G. Provide all educational supplies and equipment necessary for the instruction of students participating in the program to the extent they are not customarily available at the Agency, and be exclusively responsible for the care and control of all such education supplies and equipment so provided;
- H. Enforce the rules, regulations, and requirements governing the students participating in the Program(s); said rules, regulations, and requirements to be agreed upon by District and Agency;
- I. Provide evidence of necessary immunization, including rubella, rebeolla and varicella immunity, hepatitis B or declination of vaccine, flu vaccination and annual PPD or negative chest x-ray for positive PPD;
- J. Provide evidence of current CPR training (AHA BLS for Healthcare Provider course);
- K. District will notify the students that they are responsible for:
 - a. Following the administrative policies of Agency;

- b. Arranging their own transportation;
- c. Reporting to the Agency on time and following all established rules and regulations of Agency;
- d. Arranging for their own health insurance;
- e. Assuming responsibility for their personal illness and annual health examination;
- f. Maintaining confidentiality of patient information in accordance with state and federal law. No student will have access to or have the right to review any medical record, except where necessary in the regular course of their educational program. The discussion, transmission or narration in any form by students of any patient information obtained in the regular course of the Clinical Program is forbidden except as permitted by law. Students will be required to sign a confidentiality agreement to be issued by the Agency.

4. STATUS OF STUDENTS

It is understood and agreed by the parties that all student participants shall be considered students and not Agency staff. They shall not engage in patient care activities and shall not replace Agency staff except as may be necessary as part of their educational training and subject to any and all applicable laws. District shall be solely responsible for any remuneration, stipend, fringe benefit, or other similar payments to be made to District instructors, except as Agency may otherwise agree in writing. Students are not and shall not be deemed to be employees of the Agency. However, nothing in this Agreement is intended to restrict the employment of Agency of students in any capacity for part-time work nor shall any provision in this Agreement be construed to apply to such part-time work.

5. STATE AND FEDERAL REGULATION COMPLIANCE

Pursuant to Regulation #70713 of the California Federal Register, it is understood that: ValleyCare Health System will retain professional and administration responsibility for the services rendered by members of the contract agency; and,

The Contract Agency will agree to be in compliance with all State and Federal Regulations. If accredited by the Joint Commission on Accreditation of Healthcare Organizations, the contract agency will comply with all JCAHO standards.

6. LIABILITY INSURANCE

District agrees to keep in force, during the period this Agreement is in effect, either a policy of general liability and professional indemnity liability insurance from a reputable insurance carrier authorized to transact insurance in California, or general liability and professional indemnity liability coverage under the State Wide Association of Community Colleges (SWACC) Joint Power Authority for Self-Funding of Property and

Liability organized under the provisions of California Government Code Section 6500 et seq., to protect the students and the District against the risk of injury, death, and damage to persons or property as a result of the acts and/or omissions of any District students. The minimum limits of said general liability and professional indemnity liability insurances policies or coverage shall be, respectively, \$3,000,000 and \$5,000,000.

7. WORKERS' COMPENSATION

The parties agree that Agency is not to assume nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act, for, by or on behalf of any students or District instructors while said students or District instructors are on the premises of the Agency or while performing any duty whatsoever under the terms of this Agreement or while going to or from any Agency's facilities. District hereby agrees to assume such liability and indemnity and hold Agency harmless therefrom. District assumes and relieves and by the Agreement assumes and relieves the Agency of and indemnifies and holds Agency harmless from all liability therefore in any there be, and any such liability which hereafter may exist under said Statement Compensation Act because of injuries arising out of and in the course of said performance of any duties whatsoever under the terms of this Agreement; provided, however, that the District shall not assume nor relieve Agency from tort liability arising from the tortuous conduct of Agency officers, agents, or employees. For the purpose of any determination or interpretation under this clause, each student, if determined to be an employee of either party hereto, shall be considered the employee of the District and not the employee of the Agency, for Workers' Compensation purposes only.

8. CONFIDENTIALITY

District agrees that all students and District instructors participating in the program encompassed by this Agreement shall not divulge or otherwise cause to be disclosed any confidential or privileged information or communications which become known to such students and/or District instructors in the course of their participation in such program. District agrees to assume liability for any such disclosure and indemnify and hold Agency harmless therefrom. District agrees to assume responsibility for informing students and District instructors of the requirements of this paragraph in order to prevent the disclosure of any confidential information. Students will be required to sign a confidentiality agreement to be issued by the Agency.

9. NO MONETARY OBLIGATIONS

Except as specifically provided in this Agreement, or in any subsequent amendment hereto, no monetary obligation on part of the District or Agency is hereby created. Consideration for the Agreement is furnished by the mutual promises of the parties.

Agency reserves the right, should the District in the future move to a fee-based program versus a state subsidized program, to charge District a facility and/or equipment rental fees.

10. USE OF NAME OF AGENCY

District shall not use the name of the Agency in any advertising campaign or in the

solicitation of prospective students without the prior written approval of Agency thereto.

11. ASSIGNMENT

District shall not assign, sell, or otherwise transfer this Agreement or any interest herein without the prior written consent of Agency. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.

12. NON-DISCRIMINATION

The Agency agrees not to discriminate against any employee, applicant for employment, patient or enrolled student because of race, color, creed, sex, age, physical handicap, or country of origin. It is the policy of the District to provide equal employment and education opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy manual Section 5126 and 4006 for the Chabot-Las Positas Community College District.

13. INDEMNIFICATION

District agrees to indemnify, defend and hold harmless, Agency 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 District or its directors, officers, employees, faculty or students in conducting the Program at Agency as authorized by this Agreement.

Agency agrees to indemnify, defend and hold harmless District, 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 Agency or its directors, officers, or employees, in conducting the Program at Agency as authorized by this Agreement.

14. 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.

15. WRITTEN NOTICE

Any notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

VALLEYCARE HEALTH SYSTEM

5020 Franklin Drive
Pleasanton, CA 94588
Attention: Lorenzo Legaspi
Vice Chancellor, Business Services

5555 W. Las Positas Blvd.
Pleasanton, CA 94588
Attention: Cindy Noonan
Chief Operating Officer

Either party by written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

15. ENTIRE AGREEMENT

This Agreement will supersede any existing Agreements which have been entered into with respect to the subject matter of this Agreement. This Agreement including any/all Attachments enumerated is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

16. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and constructed in accordance with the laws of the State of California.

17. 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 of this Agreement shall be effective and binding upon the parties.

INWITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately below their respective signatures.

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

VALLEYCARE HEALTH SYSTEM

By: _____
Signature

Signature

Printed Name

Printed Name

Title

Title

Date Executed

Date Executed