

# EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

## Chabot Nursing Program – Gonzaga University

THIS AGREEMENT, effective the 18th day of March 2014, is between Gonzaga University, a congressional chartered institution of higher education, Spokane WA, on behalf of its School of Nursing and Human Physiology, ("University"), and Chabot –Las Positas Community College District, Chabot College Nursing Program ("Facility"), functioning under the Division of Health, Physical Education and Athletics having its principal office at 25555 Hesperian Blvd., Hayward, California 94545.

WHEREAS, Facility operates at 25555 Hesperian Blvd. in the City of Hayward, State of California, Zip 94545, and therein provides health care services; and clinical education to nursing students enrolled in their program.

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement this Program involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree to established and implemented the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

3. No person shall act as Facility Liaison without the prior written approval of University;

4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

**5. Responsibilities of University:** University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

(d) provide immunization documentation of PPD or CXR within one year and evidence of inoculation (Titer reports) for Hepatitis B, Mumps, Measles and Rubella (MMR), and Varicella. Included must be Tdap within last 10 years as per Center for Disease Control Healthcare Provider requirements. The Institution shall provide educational program(s) for Students regarding Occupational Health and Safety Act ("OSHA") compliance standards prior to the start of any Clinical experiences.

(e) engage an independent background investigation organization to perform a federal and all-state criminal background check and 10 panel drug screen to each Student, at the student's expense. Drug testing will be performed using a 10 panel, urine-based test performed at a certified laboratory. The investigation shall include the following reports; criminal history, verification of Social Security number, and Positive Identification National Locator (OIG check. The Institution shall insure that any Student, who has been convicted of a felony or a crimes(s) involving theft, drug offenses or physical abuse of another, is prohibited from participating in a Clinical Experience at the Facility. Institution will provide a letter to the Facility stating the Students has 'cleared' this background investigation and 10 panel drug screen.

(f) ensure that each Student who performs activities at the Facility pursuant to this Agreement is covered by professional liability insurance for occurrences during the term of this Agreement with the following limits: (a) per occurrence limits of not less than One Million Dollars (\$1,000,000); and (b) annual aggregate limits of not less than Three Million Dollars (\$3,000,000). The Institution shall also ensure that each student has "tail" coverage surviving termination of this Agreement and extending to all periods during which services were rendered at the Facility pursuant to this Agreement. Certificate evidencing such coverage will be filed with the Facility.

6. **Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. **Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **Term and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the

time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

**12. Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the District of Columbia.

**13. FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**14. Indemnification:** To the extent authorized under the constitution and laws of the District of Columbia, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

**15. HIPAA.** The parties agree that:

(a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”);

(b) to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

1. be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but shall not be construed to be employees of the Facility;

2. receive training by the Facility on, and subject to compliance with, all of Facility’s privacy policies adopted pursuant to the Regulations; and

3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through Program participation or a faculty member has access through the provision of supervision at the Facility that has not first been de-identified as provided in 42 CFR §164.514(a);

(c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility that has not first been de-identified as provided in 42 CFR §164.514(a); and

(d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.

FACILITY

UNIVERSITY

Chabot College Nursing Program  
Marco V. Menéndez  
Vice President of Academic Services  
Chabot College  
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Gonzaga University  
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502 E. Boone Ave, MSC 2616  
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By: \_\_\_\_\_

Lorenzo Legaspi  
Vice Chancellor  
Business Services

By:  \_\_\_\_\_

Patricia O'Connell Killen, Ph.D.  
Academic Vice President

\_\_\_\_\_  
(Date)

2/14/2014  
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(Date)