

**SCHOOL OF NURSING AFFILIATION AGREEMENT  
BETWEEN  
THE ALAMEDA HEALTH SYSTEM  
AND  
CHABOT - LAS POSITAS COMMUNITY COLLEGE DISTRICT**

THIS AFFILIATION AGREEMENT is made and entered into as of the 19th day of July 2017 by and between the Alameda Health System, a Public Hospital Authority, organized and existing under the laws of the State of California, hereinafter referred to as "**AHS**" and **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**SCHOOL**", with reference to the following facts:

WITNESSETH:

WHEREAS, **SCHOOL**, through **Chabot College and Las Positas College** conducts undergraduate and Nursing and Para-Professional education programs which include, but are not limited to: registered nursing, nurse practitioners, mid-wifery, licensed vocational nursing, and certified nursing assistant, paramedic, orthopedic technician, surgical technician, phlebotomy, physical therapist and emergency medical technician; and students of **SCHOOL** (such students hereinafter collectively referred to as "TRAINEES") desire access to facilities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, **AHS** maintains facilities which can be used to furnish clinical experience to TRAINEES, and **AHS** desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at **AHS'** facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

**I. RESPONSIBILITIES OF SCHOOL**

**SCHOOL** agrees that it shall, through its programs at Chabot College and Las Positas College:

- A. Submit all clinical rotation requests through the Centralized Clinical Placement System; clinical rotations are available in either a group rotation or preceptorship format
- B. Perform PRIMARY SOURCE VERIFICATION for the health screenings and mandatory requirements as listed in Exhibit F; **SCHOOL** will be responsible for ensuring all student health screenings and mandatory requirements are cleared prior to starting clinical rotation
- C. Require all school faculty and students to wear Photo ID name badge identifying him/herself as a student/instructor of the **SCHOOL** when on duty at **AHS** facilities.

- D. Complete an orientation to **AHS** facilities, as mutually agreed upon by the **AHS** and **SCHOOL** primary contacts; orientation must be fully completed prior to any student being assigned to patient care; agree to abide by **AHS** School of Nursing Affiliation Agreement terms
- E. Establish the educational goals and objectives of its student education programs in a manner consistent with the standards and requirements set forth for **SCHOOL** program accreditation. Such goals and objectives shall reflect **SCHOOL's** commitment to providing education and training programs to **TRAINEES**
  - 1. Designate appropriate **SCHOOL** representatives to provide coordination, oversight and direction of **TRAINEES'** educational activities and assignments while at **AHS**. Such person(s) shall act as liaison(s) with **AHS**, per **SCHOOL** policies. **SCHOOL** shall ensure that each of its educational programs establishes formal policies governing the clinical rotation hours for **TRAINEES** to promote education and facilitate patient care
  - 2. **SCHOOL** shall provide services and develop systems to minimize the work of **TRAINEES** that is extraneous to their educational program(s). A copy of the **SCHOOL's** Course Syllabus, educational objectives, and other relevant guidelines will be provided to **AHS**, for review and acceptance, upon **TRAINEE's** acceptance for clinical rotations at **AHS**, incorporated by reference in this Agreement
- F. Recruit and select **TRAINEES** who are appropriately credentialed, licensed, or otherwise authorized to participate in **SCHOOL's** Program
- G. Provide the names of **TRAINEES** and their assignments to **AHS** sufficiently in advance to allow for convenient planning of clinical rotation schedules
- H. Develop and implement a mechanism for evaluating the performance of **TRAINEES** to include, where appropriate, input from **AHS**
- I. Maintain records and reports concerning the education of **TRAINEES** and of **TRAINEES'** time spent in the various educational activities referred to in this Agreement, as may be required by **AHS** or for compliance with the regulations, guidelines, and policies of third-parties
- J. Require assigned **TRAINEES** to:
  - 1. Comply with **AHS'** policies, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of The Joint Commission (TJC), the Alameda County Office of Education (ACOE) and the ethical standards of the applicable Professional Association;
  - 2. Participate, to the extent scheduled or otherwise requested by **AHS** and approved by **SCHOOL**, in activities and assignments that are of educational value and that are appropriate to the course and scope of Program, consistent with the requirements of ACOE;
  - 3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms or electronic formats provided by **AHS**. The medical record shall, at all times, remain the property of **AHS**

## **II. RESPONSIBILITIES OF AHS**

**AHS** agrees that it shall:

- A.** Maintain adequate staff and facilities, at Alameda Health System facilities, to meet the educational goals and objectives of the **SCHOOL's** Program in a manner consistent with the standards and requirements established by **SCHOOL** and the ACOE. **AHS** shall maintain at all times full responsibility for patient and client care
- B.** **AHS** shall conduct formal quality assurance programs and review patient complications and deaths as follows:
  1. All **TRAINEES** shall receive instruction in quality assurance/performance improvement. To the degree possible and in conformance with state law, **TRAINEES** shall participate in appropriate components of **AHS'** quality assurance/performance improvement program
  2. **AHS** shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness, and care. The medical records system must be adequate to support the education of **TRAINEES** and quality-assurance/performance improvement activities and to provide a resource for scholarly activity
  3. **AHS** shall ensure that **TRAINEE** clinical rotation hours are not excessive. The structuring of clinical rotation hours must focus on the needs of the patient, continuity of care, and the educational needs of the **TRAINEE**. Clinical rotation hours shall be consistent with the institutional and ACOE program requirements that apply to each program
- C.** Protect the health and safety of **TRAINEES** on rotation at **AHS'** facilities by providing each **TRAINEE** with the following:
  1. Orientation of the type and scope provided by **AHS** to its new employees, including, but not limited to, information about **AHS'** security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions
  2. Instruction in **AHS'** policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in **AHS'** protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of a needle stick injury or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by AHS. Subsequent care shall be paid for pursuant to the mutual agreement of the parties
  4. Information concerning availability of parking, meals, and appropriate access to bathroom/shower facilities
- D. Maintain its license as a general acute care facility and comply with all applicable laws, regulations, TJC, and ACOE requirements. AHS shall notify SCHOOL within five days of receipt of notice that AHS is not in compliance with any such laws, regulations, TJC or ACOE requirements.
- E. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its education programs.
- F. With respect to any professional services performed by TRAINEES under this Agreement, AHS agrees to inform SCHOOL as follows:
1. Immediately upon initiation of an investigation of a TRAINEE or SCHOOL's clinical instructor
  2. Within ten days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or SCHOOL's clinical instructor
  3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL clinical instructor or TRAINEE has been named or in which a settlement is being proposed on their behalf; or
  4. Prior to making a report to the National Data Bank or the any applicable California State Board in which a SCHOOL clinical instructor or TRAINEE is named
- G. Provide:
1. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care

2. An effective laboratory, and radiologic information retrieval system for the appropriate conduct of the educational programs and quality and timely patient care
3. Appropriate security measures to protect TRAINEES in all locations, including but not limited to, parking facilities, hospital and institutional grounds, and related clinical facilities (e.g., medical office building)

### III. MUTUAL RESPONSIBILITIES

**AHS and SCHOOL agree that they shall:**

- A. Coordinate and review clinical rotation schedules of TRAINEES while at **AHS**. Such schedules shall reflect educational missions and shall not be compromised by a reliance on TRAINEES to fulfill institutional service obligations. **AHS** and **SCHOOL** shall ensure that the student education programs provide appropriate supervision for all TRAINEES, and a work environment that is consistent with proper patient care, the educational needs of TRAINEES, and the applicable Program Requirements
  1. TRAINEES must be supervised by **SCHOOL** Clinical Instructor, or **AHS** preceptor, in such a way that TRAINEES assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility accorded to each TRAINEE must be determined by the **SCHOOL's** clinical instructor, or **AHS** preceptor,
- B. Designate, after consultation with **SCHOOL**, a person to coordinate TRAINEES' clinical rotation schedules and activities while at **AHS**. Such person shall be designated by **AHS** and shall act as liaison with **SCHOOL**.
- C. Implement clinical rotation schedules for TRAINEES in conjunction with **SCHOOL's** designee and in accordance with Program educational goals and objectives
- D. **AHS** shall support the Program's educational goals and ensure TRAINEES' learning objectives are not to be compromised by reliance on TRAINEES to fulfill institutional service obligations.
- E. Review resources available in relation to the program's written learning objectives regularly. In the event that resources or objectives change, the program will be reevaluated, with student placement commencing only when resources and objectives are compatible.
- F. This provision pertains to TRAINEES assigned to facility in groups, and does not apply to students enrolled in the senior level Preceptorship Practice. **SCHOOL's** clinical instructors will be responsible for supervision of student practice. Because **AHS** retains the responsibility for patient care, **AHS** staff is free to observe student practice as needed. TRAINEES however, must have explicit permission to perform a procedure under the guidance and/or direction of **AHS** staff in the absence of **SCHOOL** clinical instructor. This provision does not negate **AHS'** right to

refuse/terminate placement of a student based on prerequisite preparation or performance. Neither does this provision negate the **AHS'** right to apply general restrictions/limitations on student practice vis-à-vis specific procedures (e.g., handling controlled substances, performing venipuncture). **SCHOOL's** clinical instructors will be responsible for selection of student patient assignments with input from **AHS** staff as needed.

Regarding **TRAINEES** enrolled in Preceptorship Practicum, **SCHOOL** retains overall responsibility for instruction, supervision, evaluation, and coordination. Daily supervision will be provided by the **AHS** preceptor. **AHS** preceptor and **SCHOOL** clinical instructor will each provide **TRAINEE** with written evaluations of **TRAINEE's** performance.

- G. SCHOOL's** representatives and appropriate **AHS** personnel will establish a plan for continuing communication at the beginning of each year

#### **IV. COMPENSATION**

- A. AHS** shall not compensate **TRAINEES**.

#### **V. STATUS OF TRAINEES**

- A.** During the period in which a **TRAINEE** is assigned to the **AHS**, the **TRAINEE** shall be under the direction and control of the **AHS'** liaison or designee(s)
- B.** It is expressly agreed and understood by **SCHOOL** and **AHS** that **TRAINEES** are present at **AHS'** facilities to participate in activities and assignments that are of educational value to **TRAINEES**, and are appropriate to the course and scope of **SCHOOL's** program and consistent with the requirements of the **SCHOOL**
- C. SCHOOL** and **AHS** shall ensure that **TRAINEES** have the opportunity to:
  - 1.** Develop a program of learning to foster continued professional growth with guidance from the teaching staff;
  - 2.** Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by **AHS**;
  - 3.** Participate fully in the educational and scholarly activities of their program; participate, as appropriate, in **AHS** programs and nursing activities and adhere to established practices, procedures, and policies of the **AHS**
  - 4.** Submit to **AHS'** liaison, at the end of each rotation, confidential evaluations of their educational experience at **AHS**

**VI. ASSIGNMENT OF TRAINEES**

Commencing on the date of execution of this Agreement SCHOOL shall assign TRAINEES for rotations at AHS' facilities as described in this Agreement.

**VII. DISCRIMINATION - PROHIBITION**

SCHOOL and AHS agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law.

**VIII. TERM**

The term of this Agreement shall be from July 19, 2017 through July 1, 2020.

**IX. TERMINATION**

**A. Termination Without Cause.** Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater

**B. Termination for Cause.** In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

**IX. INSURANCE**

**A. SCHOOL**, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance with financially-sound and reputable companies or a properly funded self-insurance program as follows:

1. Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000); If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000).

If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement

3. The coverages referred to under Section IX. of this Agreement shall include AHS as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of **SCHOOL**, its officers, agents, and/or employees.
  4. Workers' Compensation Insurance in a form and amount covering full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time
  5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance
  6. **SCHOOL**, upon execution of this Agreement, shall furnish **AHS** with Certificates of Insurance evidencing compliance with all requirements. **SCHOOL** shall further provide for thirty (30) days' advance written notice to **AHS** of any modification, change or cancellation of any of the above insurance coverage's
  7. The insurance/self-insurance limit required does not limit the **SCHOOL's** liability to that amount
  8. Summary of Insurance provided for students under the California State University Student Professional Liability Insurance Program ("SPLIP") is acceptable per this agreement. Any **TRAINEE** who does not obtain and maintain, or who is not otherwise covered by, SPLIP with limits comparable to those articulated in Paragraph A.1 of this Section IX shall be prohibited from participation in all aspects of the educational program, including but not limited to clinical rotations, at all **AHS** facilities. Failure to maintain or provide proof of adequate SPLIP coverage shall be grounds for immediate dismissal from **AHS** facilities.
- B. AHS** shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
1. Professional Medical and Hospital Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy



is canceled or non-renewed, then the AHS shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance
5. It should be expressly understood, however, that the coverage required under this Section IX.B.1 and 2 shall not in any way limit the liability of AHS.

**X. INDEMNIFICATION**

- A. AHS shall defend, indemnify and hold SCHOOL, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or third party claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AHS, its officers, employees, or agents.
- B. SCHOOL shall defend, indemnify and hold AHS, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, or agents.

**XI. COOPERATION IN DISPOSITION OF CLAIMS**

AHS and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition

of claims of third parties arising from services performed under this Agreement, and making witnesses available. **SCHOOL** shall be responsible for discipline of **TRAINEES** in accordance with **SCHOOL's** applicable policies and procedures.

To the extent allowed by law, **AHS** and **SCHOOL** shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either **AHS** or **SCHOOL** to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

## **XII. PATIENT RECORDS**

Any and all of **AHS** medical records and charts created at **AHS** facilities as a result of performance under this Agreement shall be and shall remain the property of **AHS**. Both during and after the term of this Agreement, **SCHOOL** shall be permitted to inspect and/or duplicate, at **SCHOOL's** expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

## **XIII. ARBITRATION**

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq., using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

## **XIV. INTERRUPTION OF SERVICE**

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused

shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**XV. ATTORNEYS' FEES**

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

**XVI. ASSIGNMENT**

Neither **AHS** nor **SCHOOL** shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. **AHS** may not assign TRAINEES to locations other than those under **AHS'** governance without the prior written consent of **SCHOOL**.

**XVII. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**XVIII. WAIVER**

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

**XIX. EXHIBITS**

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

**XX. MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

**XXI. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

**XXII. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of California.

**XXIII. NOTICES**

All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

Alameda Health System  
1411 East 31<sup>st</sup> Street  
Oakland, CA 94602  
Attention: Healthcare Contracting Department

Chabot-Las Positas Community College District  
Department: Business Services  
Address: 7600 Dublin Blvd., 3<sup>rd</sup> Floor  
City, State, Zip: Dublin, CA 94568  
Attn: Pushpa Swarna

Las Positas College  
Department: Math, Science, Engineering, Public Safety  
Address: 3000 Campus Hill Drive  
City, State, Zip: Livermore, CA 94551  
Attn: Nan Ho, Dean of Academic Services

Chabot College  
Department: Health, PE, Athletics  
Address: 2555 Hesperian Blvd  
City, State, Zip: Hayward, CA 94545  
Attn: Dale Wagoner, Dean of Academic Services

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CHABOT-LAS POSITAS COMMUNITY  
COLLEGE DISTRICT

ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY

BY: X \_\_\_\_\_

BY: X   
Kinzi Richholt

\_\_\_\_\_  
Lorenzo S. Legaspi, Vice Chancellor-Business Services

Chief Nursing Executive

7600 Dublin Blvd., 3<sup>rd</sup>Floor  
Street Address

X June 19, 2017  
Date

Dublin, CA 94568  
City, State, Zip Code

AHS Nursing Affiliation Agreement CSU Version  
Approved as to form on 02/06/2017  
Ahmad Azizi Associate General Counsel, AHS

Phone: (925) 485-5208

Date: X \_\_\_\_\_

BY: X \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: X \_\_\_\_\_

BY: X \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: X \_\_\_\_\_

**EXHIBIT F**  
**HEALTH SCREENING CLEARANCE and MANDATORY REQUIREMENTS**

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The **SCHOOL** will perform PRIMARY SOURCE VERIFICATION for the health screenings and mandatory requirements as listed below **SCHOOL** will be responsible for ensuring all student health screenings and mandatory requirements are cleared prior to starting clinical rotation:

**1. Tuberculosis (TB) clearance**

- A. A two-step Tuberculin skin test is initially required. Documentation of TB skin test administered within the last twelve months shall be considered as step one. The second TB skin test must be completed at least one week after the first TB skin test.
- B. If there is a history of a positive TB skin test, documentation of a positive TB skin test is required. *Documentation of a chest x-ray (CXR) within the last 12 months and completion of a TB symptom review is required.* BCG vaccine does not preclude the need for TB skin testing or CXR. After one baseline of a negative CXR, annual symptom review is sufficient.
- C. Annual verification indicating freedom from the presence of infectious tuberculosis is required.

**2. Rubella, Rubeola and Mumps**

Immunity can be demonstrated via serological evidence or documentation of vaccination (MMR).

**3. Varicella (Chicken Pox)**

Immunity can be demonstrated via report of disease, serological evidence or documentation of vaccination.

**4. Hepatitis B**

Immunity can be demonstrated via serological evidence or documentation of the vaccine series. Hepatitis B vaccination is highly recommended for personnel with potential for exposure to blood or other potentially infectious materials.

**5. Influenza**

CDC guidelines for influenza must be met annually by vaccination or attestation that vaccination has been declined.

**6. Basic life support (BLS) certification**

Ensure BLS certification is current

**7. Criminal background check**

Ensure criminal background check is clear

**8. Drug screening test**

**9. Ensure standard drug panel testing is clear**

**10. Nursing student Handbook-**

Completion, understanding and signed acknowledgment of the nursing student handbook

**11. Unit orientation document**

Completion of Unit Orientation Document and Clinical Experience Form

In accordance with this Agreement, AHS designee will conduct random audits requesting that **SCHOOL** submit student files or documents verifying that all mandatory requirements are being met. **SCHOOL** must provide requested files/documentation within 24 business hours of request.

**Exhibit A**

**Program Participation Agreement**

This Program Participation Agreement ("Program Agreement") is entered into as of **July 19, 2017** (the "Effective Date") by and between Alameda Health System ("Hospital") and **Chabot- Las Positas Community College District** ("School") and is an exhibit to and incorporated into the Clinical Education Agreement between Hospital and School dated July 19, 2017 ("Clinical Education Agreement").

<b><u>Chabot Registered Nursing Program</u></b> ("Program"):	
<b><u>Specific Program Requirements</u></b> (if any):	The following items are included in the contract but specific language is required by the Board of Registered Nursing.
<p>WHEREAS, the parties desire to amend said contract to add the following requirements a stipulated by the Board of Registered Nursing Section 1427 © to Section II: SPECIFIC RESPONSIBILITY AND RIGHTS OF THE CLINICAL FACILITY</p> <ol style="list-style-type: none"> <li>(1) Assurance of the availability and appropriateness of the learning environment I relation to the program's written objectives;</li> <li>(2) Provision for orientation of faculty and students;</li> <li>(3) A specification of the responsibility and authority of the facility's staff as related to the program and to the educational experience of the students;</li> <li>(4) Assurance that staff is adequate in number and quality to insure safe and continuous health care services to patients;</li> <li>(5) Provision for continuing communication between the facility and the program;</li> <li>(6) A description of the responsibilities of faculty assigned to the facility utilized by the program.</li> </ol>	
<b><u>Specific Notice Requirements</u></b> (if different from notice contact identified in Section 17 of the Clinical Education Agreement):	Attn: Connie Telles, Nursing Program Director 25555 Hesperian Blvd., Hayward, 94545.

The parties agree that they will comply with all terms and conditions of the governing Clinical Education Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date by their respective duly authorized officers.

**Chabot Las Positas Community College District**

**Alameda Health System**

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

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

Print Name: **Lorenzo Legaspi**

Print Name: \_\_\_\_\_

Title: **Vice Chancellor, Business Services**

Title: \_\_\_\_\_

Date: **July 19, 2017**

Date: \_\_\_\_\_

**Exhibit B**

**Program Participation Agreement**

This Program Participation Agreement ("Program Agreement") is entered into as of **July 19, 2017** (the "Effective Date") by and between Alameda Health System ("Hospital") and **Chabot Las Positas Community College District** ("School") and is an exhibit to and incorporated into the Clinical Education Agreement between Hospital and School dated July 19, 2017 ("Clinical Education Agreement").

<b><u>Emergency Medical Services (Paramedic and EMT)</u></b> ("Program"):	
<b><u>Specific Program Requirements</u></b> (if any):	The following items are included in the contract but specific language is required by the Commission on Accreditation of Allied Health Education Programs.
<p>WHEREAS, the parties desire to amend said contract to add the following requirements as stipulated by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP) Section III A 2: Resources of the Clinical Affiliation</p> <p>For all affiliations, students must have access to adequate numbers of patients, proportionally distributed by age-range, chief complaint and interventions in the delivery of emergency care appropriate to the level of the Emergency Medical Services Profession(s) for which training is being offered. The clinical/field experience/internship resources must ensure exposure to, and assessment and management of the following patients and conditions:</p> <ul style="list-style-type: none"><li>• adult trauma and medical emergencies</li><li>• airway management to include endotracheal intubation</li><li>• obstetrics to include obstetric patients with delivery and neonatal assessment and care</li><li>• pediatric trauma and medical emergencies including assessment and management</li><li>• Geriatric trauma and medical emergencies.</li></ul>	
<b><u>Specific Notice Requirements</u></b> (if different from notice contact identified in Section 17 of the Clinical Education Agreement):	Attn: Nan Ho 3000 Campus Hill Drive Livermore, California 94551



The parties agree that they will comply with all terms and conditions of the governing Clinical Education Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date by their respective duly authorized officers.

**Chabot Las Positas Community College District**

**Alameda Health System**

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

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

Print Name: **Lorenzo Legaspi**  
Title: **Vice Chancellor, Business Services**

Print Name:

Title:

Date: **July 19, 2017**

Date: