

## **CLINICAL EDUCATION AND TRAINING AGREEMENT STONERIDGE CREEK RETIREMENT COMMUNITY**

This Clinical Education and Training Agreement (this "Agreement") is entered into as of June 1, 2019 (the "Effective Date"), by and between Stone Creek Retirement Community ("Community"), a California non-profit public benefit corporation, and Chabot-Las Positas Community College District ("School"). Community and School are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, Community operates an outpatient clinic and retirement community in the San Francisco Bay Area.

WHEREAS, School conducts accredited training programs in various disciplines which require clinical experience for students enrolled in these programs (each program shall be referred to as "Program"); and

WHEREAS, it is to the benefit of both School and Community that students enrolled in the Program have the opportunity to gain clinical education and training at Community.

NOW, THEREFORE, the Parties agree as follows:

#### **1. Program Participation Agreement**

1.1 A representative of Community and School shall execute a Program Participation Agreement, forms of which are attached hereto as Exhibits A and B, for each Program from which School shall send students to Community for clinical education and training pursuant to this Agreement.

1.2 The Program Participation Agreement shall identify the Program along with any further Program-specific details or requirements.

1.3 The Program Participation Agreement shall be incorporated into the terms and conditions of this Agreement.

#### **2. Responsibilities of Community.**

2.1 Community shall appoint a person to be the designee for the Program at Community ("Designee"), and shall reserve the right to appoint a different Designee at any time.

2.2 Community shall retain at all times professional and administrative responsibility for all aspects of patient care at its facilities.

2.3 Community shall permit Students enrolled in the Program to use Community facilities, supplies and equipment that are determined by Community to be necessary (1) for patient care services in which the students are involved and (2) to meet the clinical experience requirements of the Program. Notwithstanding the foregoing, Community through the Designee or another Community designated individual may limit or terminate any Program activity or the

use of any Community facility, equipment or supplies when, in the opinion of the Designee or other Community designated individual, such activity or use could interfere with the effective operation of Community.

2.4 In his/her sole discretion, but subject to the authority of Community to rescind any such action by the Designee and to take whatever action Community deems appropriate, the Designee or other Community designated individual may:

2.4.1 Approve or disapprove any and all aspects of the Program as conducted at Stoneridge Creek Retirement Community.

2.4.2 Coordinate the use of Community's facilities for the clinical experience of School's students, and participate in joint planning with representatives of all involved services and departments of Community.

2.4.3 Schedule student rotations, including limit the number of students who may train at Community at any time.

2.4.4 Upon request by School, approve specifically identified members of the staff at Community to provide clinical instruction to students in the Program.

2.4.5 Refuse access to clinical areas in Community to any or all of School's students or faculty in the event the Designee or other Community designated individual determines that such student or faculty is not participating satisfactorily in the Program, or has violated any Community policies and procedures or rules and regulations.

2.4.6 Require that School immediately remove any student or faculty member from Community's facilities, when the Designee or other Community designated individual, in his/her sole opinion, determines that the student poses an imminent threat to patient safety or welfare, or to the welfare of him/herself or other trainees, faculty, clinicians or employees of Community.

### **3. Responsibilities of School.**

3.1 School shall obtain and continuously maintain full accreditation for the Program with the appropriate accrediting body.

3.2 School shall develop a proposed instructional agenda that identifies the staff, resources and facilities necessary to meet the Program's educational goals. The proposed instructional agenda shall be made available to the Designee at a time agreed upon by the Designee and School's faculty, but in no event less than sixty (60) days prior to the implementation of the proposed instructional agenda at Community. The proposed instructional agenda shall be revised at the request of the Designee or as deemed necessary or appropriate by the Designee or Community in order to avoid conflict with Community's patient care responsibilities, policies and procedures and/or educational, research and training programs. No instructional agenda shall be implemented at Community by School without prior written approval by the Designee.

3.3 Prior to the beginning of each clinical rotation period of the Program, School shall provide the Designee with a list of student names and addresses for that clinical rotation, along with any additional information requested by the Designee or Community.

3.4 School shall provide a member of its faculty who is both a qualified teacher and a competent, licensed or certified practitioner in the applicable clinical discipline to coordinate the Program with the Designee and Community.

3.5 Designee and School shall cooperate in setting regularly scheduled meetings consisting of the Designee and appropriate School and Community staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students.

3.6 School shall instruct students that they must wear badges provided to them by Community designating their status as students and must comply with any Community dress code.

3.7 School shall inform all students enrolled in the Program that, as a condition of participation in the Program at Community, they must obtain and maintain current and adequate health/medical insurance coverage during the entire term of their clinical rotation. School shall instruct all students to provide evidence of such insurance coverage to Community prior to beginning their clinical rotations. School agrees that it will place at Community only those students who meet the requirements in this paragraph.

3.8 School shall comply, and shall require its directors, officers, agents, employees, representatives, faculty, students, and volunteers to comply, with any and all applicable Community rules and regulations, policies and procedures, and any and all applicable state and federal laws and regulations related to Program activities at Community in connection with this Agreement.

3.9 Prior to allowing any student or faculty member to participate in any clinical rotation at Community, School shall provide appropriate instruction and training to such student or faculty member regarding methods to prevent the spread of blood borne and air borne pathogens, and shall certify to Community that such training has been satisfactorily completed by the student or faculty member. Such training shall include all elements recommended by the Occupational Safety and Health Administration regarding training for employees regarding blood borne pathogens.

3.10 School shall ensure that students comply with Community's policies and procedures and requirements pertaining to required criminal background checks, immunizations and other health screenings. Community shall notify School of its requirements pertaining to criminal background checks, immunizations and other health screenings. School will inform the student of his/her responsibility to provide evidence to Community of any required criminal background checks, immunizations and other health screenings.

3.11 School shall notify students that the student, not Community, is solely responsible for obtaining and maintaining all required uniforms, providing living accommodations and transportation to and from Community, and assuming all expenses incurred in connection with the student's participation in the Program.

**4. Status of Students.**

4.1 In no event shall School's students be considered to be Community employees, nor shall they be utilized to replace Community staff. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Community.

4.2 During their clinical experience assignment, students must conform to the same standards as are set for Community employees regarding the welfare of patients and general Community operations.

**5. Term and Termination.**

5.1 This Agreement shall be for a term of five (5) years commencing on the Effective Date.

5.2 This Agreement may be terminated at any time upon the written mutual agreement of the Parties.

5.3 Either Party may terminate this agreement with sixty (60) days advance written notice to the other Party, provided that all students in the Program who are currently in their clinical rotation at the Community at the time of notice of termination shall be given the opportunity to complete their clinical rotation at Community, though such completion shall not exceed the term of the current semester in which students are enrolled at School.

5.4 Community may terminate this Agreement immediately upon written notice to School in the event that School materially fails to perform any of its responsibilities described in this Agreement or Community determines the Agreement negatively impacts its operations or patient care.

**6. Insurance.**

6.1 Community shall procure and maintain a program of insurance or self-insurance to provide general commercial liability coverage with limits of at least one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of not less than three (3) years following termination of this Agreement. Upon request, Community shall provide School with certificate(s) evidencing the foregoing coverage. Community shall provide at least thirty (30) days prior written notice to School of any substantial change to or cancellation of said coverage.

6.2 School shall procure and maintain insurance coverage as follows:

6.2.1 General liability insurance in amounts of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate to insure it, its officers, directors, employees, faculty, agents or students. In the event School's general liability insurance does not cover its students, School shall require students to purchase such general liability insurance prior to their rotation at Community.

6.2.2 Professional liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate to insure its students and faculty assigned to Community under this Agreement. In the event School does not provide professional liability insurance for its students, School shall require students to purchase such professional liability insurance prior to their rotation at Community

6.2.3 Workers' compensation and employer's liability insurance for any student, faculty, or employee assigned to Community under this Agreement who may be characterized as an employee of the School under applicable law

6.2.4 All insurance policies shall be written with companies that have a minimum AM Best Rating of A VII or evidence of the financial solvency of self-insured programs or captive insured programs. School or student, as applicable, shall notify Community in writing thirty (30) days prior to any material alterations, cancellations or replacement of the existing policy(s). Evidence of such coverage shall be presented to Community prior to execution of the Agreement in the case of School, and in the case of student, in advance of the commencement of the clinical rotation at Community. In the event that such coverage is written on a claims made basis and for three (3) years after the end of the Agreement, School or student, as applicable, shall arrange appropriate tail coverage or prior acts coverage consistent with the requirements of this section in the event that such claims made policy is canceled or not renewed.

## **7. Indemnification.**

7.1 The Parties shall defend, indemnify and hold each other harmless from and against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims arising out of (1) the indemnifying Party's performance or nonperformance of any obligation under this Agreement or (2) the negligence, improper conduct or intentional acts or omissions of such indemnifying Party, its agents, employees, subcontractors or representatives. The obligations of the indemnifying Party pursuant to this paragraph shall not extend to the proportion of any liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which the Party to be indemnified may incur as a result of its own negligence or other intentional acts or omissions or those of its officers, directors, employees or agents. For purposes of this Section, students and faculty of the School participating in the Program at Community under this Agreement shall be deemed to be the agents of the School.

7.2 School shall be responsible for filing and defending any workers' compensation claims on behalf of School's faculty, employees or students. School shall also defend, indemnify and hold Community and its directors, officers, employees, and agents harmless from and against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which School or Community may individually or collectively incur as a result of any workers' compensation claim by students.

7.3 The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the services provided under this Agreement, including but not limited to (i) notifying the other promptly in writing of any actual or alleged injury, damage or claim related to activities performed pursuant to this Agreement, if the claim is made in writing, informally or by summons or complaint; (ii) making available for meetings, interviews,

testimony or depositions employees or other persons within the reasonable control of the Party; (iii) responding in a timely manner to reasonable inquiries or requests from the other Party; and (iv) providing reasonably-requested documents or other information or evidence within the possession, custody or control of the Party; provided however that nothing shall require either Party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege.

7.4 The provisions of this Section 7 shall survive the termination of this Agreement.

## **8. Compliance with Family Educational Rights and Privacy Act.**

As an educational institution, School is obligated to comply with the Family Educational Rights and Privacy Act (known as "FERPA" or the "Act") in its handling of educational records of students enrolled in their programs. Community has agreed to provide educational training to School's students and as such will be an agent of School for the purposes of FERPA compliance. To the extent Community generates or maintains educational records related to a student participating in the Program, Community agrees to comply with FERPA, to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents with a need to know. Additionally, for the avoidance of doubt, Community shall be able to rely on the exceptions under FERPA to share information as appropriate to resolve a health or safety emergency. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Community as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Community to carry out the Program.

## **9. Ownership and Use of Health Information.**

9.1 The Parties acknowledge that Community is a "covered entity," as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "HIPAA Regulations"), and accordingly that Community has certain obligations to protect the privacy and security of "protected health information" thereunder. To the extent that School, students and/or faculty have access to protected health information by virtue of their participation in the Program at Community, the Parties agree that such students and faculty shall be subject to, and at all times shall abide by, all Community policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to Community's employees and other staff members. Without limiting the generality of the foregoing, School hereby agrees, on behalf of itself and the students and faculty assigned to Community under this Agreement, that students and faculty participating in the Program will (i) access, use and disclose protected health information only as minimally necessary to provide treatment to patients pursuant to the student's participation in the Program and solely as required for Program participation; (ii) maintain the security of electronic protected health information at all times, including, e.g., adhering to encryption requirements, only accessing or storing protected health information on Community issued hardware and equipment, not removing patient information from Community without express approval as required by Community policy, and returning all patient information to Community at the end of Program participation; and (iii) comply with all Community privacy and security Policies and Procedures and training as a member of the Community's HIPAA Workforce in relation to Program participation.

9.2 The provisions of this Section 9 shall survive the termination of this Agreement.

**10. Community Confidential Information.**

School recognizes and acknowledges that by entering this agreement and fulfilling its terms, School, faculty and/or students may have access to certain information of Community that is confidential, private and/or proprietary in nature. School agrees that neither School nor any student or faculty member will at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Community's express prior written consent or except in connection with the performance of the School's, students, or faculty's obligations under this Agreement, any confidential or proprietary information of Community. Such confidential and proprietary information includes, without limitation, information regarding Community's patients, costs, treatment methods, research activities, and other financial and business matters which are not otherwise available to the public. School further agrees to require its students and faculty to treat as confidential and private any information that contains an employee or contractor name, social security number, address, telephone number, birth date, driver's license number, other licensure or certification information, financial account information, benefit or beneficiary information, salary or payroll information (including W-2s) or health information (including medical record or medical record number).

**11. Waiver.**

No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance. Any waiver of any term or condition of this Agreement granted by a Party must be in writing and signed by the Party and shall apply solely to the specific instance expressly stated in the writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.

**12. Assignment.**

Neither Party may assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party. Any such attempted assignment shall be null and void.

**13. Severability.**

Should any provision of this Agreement be declared void, unenforceable or invalid, such decision shall not affect the validity of any remaining provisions, which shall remain in full force and effect as if this Agreement had been executed without the void, unenforceable or invalid provision.

**14. Modifications and Amendments.**

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

**15. Integration.**

This Agreement supersedes and replaces any and all other agreements or understandings, either written or oral, between the Parties with respect to the subject matter hereof.

**16. Governing Law.**

This Agreement shall be governed by and interpreted pursuant to the laws of the State of California without regard to conflict of laws.

**17. Required Notices.**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been received (a) on the date personally delivered; (b) three (3) business days after deposit in the United States mail, postage prepaid, addressed to the Party to whom such notice is to be given; (c) transmitted electronically either by facsimile ("Fax") or Electronic Mail ("E-mail") with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice to the other Party:

Notice to School shall be addressed and mailed as follows:

Chabot Las Positas Community College District  
Business Services Office  
7600 Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, CA 94568-2944  
[droberts@clpccd.org](mailto:droberts@clpccd.org)  
Attention: Doug Roberts, Interim Vice Chancellor, Business Services

Chabot College  
EMT Program Attn: Sara Beyne  
25555 Hesperian Blvd  
Hayward, CA 94545

Notice to Community shall be addressed and mailed as follows:

Stoneridge Creek Retirement Community  
3300 Stoneridge Creek Way  
Pleasanton, CA 94588  
Attn: ;Jessica Keene

With a copy to:



**17. Use of Names and Logos.**

School may not use the name, logo or corporate identity of Stanford Health Care, Lucile Salter Packard Children's Community at Stanford, University HealthCare Alliance, Packard



Children's Health Alliance, Stoneridge Creek Retirement Community, Stanford University or any of their affiliates for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used. School understands and agrees that Community has the right to terminate, without or without cause, any right to use such name, logo or corporate identity upon thirty (30) days written notice to School. Notwithstanding the foregoing, during the term of this Agreement, School may use the Community name solely for the purposes of identifying Community as the location of School's Program under this Agreement to students.

WHEREFORE, the Parties have executed this Agreement as set forth below.

**Chabot Las Positas Community College  
District**

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

Print Name: **Doug Roberts**

Title: **Interim Vice Chancellor, Business  
Services**

Date:

**Stoneridge Creek Retirement Community**

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

Print Name: **Scott McCaughin**

Title: **Director Safety and Security**

Date:

5/16/19

## Exhibit A

### Program Participation Agreement

This Program Participation Agreement (“Program Agreement”) is entered into as of **June 1, 2019** (the “Effective Date”) by and between Stoneridge Creek Retirement Community (“Community”) and **Chabot Las Positas Community College District** (“School”) and is an exhibit to and incorporated into a Clinical Education Agreement between Community and School dated April 1, 2017 (“Clinical Education Agreement”).

<p><b><u>Emergency Medical Services (Paramedic and EMT)</u></b>(“Program”):</p>	
<p><b><u>Specific Program Requirements</u></b> (if any):</p>	<p>The following items are included in the contract but specific language is required by the Commission on Accreditation of Allied Health Education Programs.</p>
<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>	
<p><b><u>Specific Notice Requirements</u></b> (if different from notice contact identified in Section 17 of the Clinical Education Agreement):</p>	<p>Chabot EMT Attn: Sara Beyne  Chabot College  25555 Hesperian Blvd  Hayward, CA 94545</p> <p>LPC Paramedic Program  Nan Ho, Dean MSEPS  3000 Campus Hill Drive,  Livermore, CA 94551</p>

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**

**Stoneridge Creek Retirement Community**

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

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

Print Name: Doug Roberts

Print Name: Scott McCaughin

Title: **Interim Vice Chancellor, Business  
Services**

Title: **Director Safety and Security**

Date:

Date: 5/16/19

**Exhibit B**

**Program Participation Agreement**

This Program Participation Agreement ("Program Agreement") is entered into as of **June 1, 2019** (the "Effective Date") by and between Stoneridge Creek Retirement Community ("Community") and **Chabot Las Positas Community College District** ("School") and is an exhibit to and incorporated into a Clinical Education Agreement between Community and School dated April 1, 2017 ("Clinical Education Agreement").

<b>Medical Assisting</b> ("Program"):	
<b>Specific Program Requirements</b> (if any):	
<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 Medical Assisting Education Review Board (MAERB) Section III 3 – Curriculum- Practicum</p> <p>a) An unpaid, supervised practicum of at least 160 contact hours (180 per college Requirements) in an ambulatory healthcare setting, demonstrating the knowledge, skills, and behaviors of the of the MAERB Core Curriculum in performing clinical and administrative duties</p> <p>B) On-site supervision of the student must be provided by an individual who has knowledge of the medical assisting profession.</p>	
<b>Specific Notice Requirements</b> (if different from notice contact identified in Section 17 of the Clinical Education Agreement):	<p>Attn:                  Kristina Perkins, Medical Assistant                  Coordinator                  25555 Hesperian Blvd.,                  Hayward, 94545.</p>

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**

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

Print Name: **Doug Roberts**

Title: **Interim Vice Chancellor, Business Services**

Date:

**Stoneridge Creek Retirement Community**

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

Print Name: **Scott McCaughin**

Title: **Director Safety and Security**

Date: **5/16/19**