

CLINICAL PRECEPTORSHIP AGREEMENT

This Agreement is between **Children's Hospital & Research Center** Oakland, located in Oakland, California ("HOSPITAL"), and Chabot Las Positas Community College District, located at 5020 Franklin Drive, Pleasanton, CA 94588, for its Las Positas College, ("SCHOOL") and is effective as of January 1, 2010.

RECITALS

- A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as "Facilities").
- B. SCHOOL owns and operates a Surgical Technology Program. SCHOOL desires its students to obtain practical experience at HOSPITAL's Facilities through participation in a clinical preceptorship program ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL's Program use such Facilities for their clinical preceptorship experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. The period of time for each student's clinical experience shall be agreed upon by both parties before the beginning of the training.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. SCHOOL shall designate students enrolled in SCHOOL's programs who are determined by SCHOOL to be clinically qualified to be assigned for clinical experience at HOSPITAL. SCHOOL shall complete and send to HOSPITAL a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning date of the planned clinical experience.
- B. Schedule of Assignments. School shall notify the clinical experience supervisor of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of field work experience.
- C. Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of HOSPITAL in the planning of the Program to be provided students.
- D. Records. SCHOOL shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students and the SCHOOL faculty present at the Facilities that are mutually agreed upon by SCHOOL and HOSPITAL.
- F. Student Responsibilities. SCHOOL shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL;
 - 2) Arranging for their own transportation and living arrangements when not provided by SCHOOL;
 - 3) Arranging for and assuming the cost of their own health insurance;
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination;

- 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
- 6) Following dress code of the Facilities and wearing name badges identifying themselves as students.
- 7) Attending an orientation of HOSPITAL Facilities. (Students will be oriented by their instructors. Instructors/preceptors receive an orientation from HOSPITAL.)
- 8) Students in the clinical program may be permitted to provide services to the HOSPITAL's patients under the direct supervision of a faculty member provided by SCHOOL or HOSPITAL-provided preceptors.
- 9) It is understood and agreed that the SCHOOL shall ensure the health status of the student meets hospital employee requirements. Specifically the student should be free of communicable diseases and have documentation of immunizations or immune status for measles, mumps, Rubella, Rubeola, Varicella and Hepatitis B.

Students must have documentation of either negative TB skin test or negative chest x-ray within past year.

Students must also have documentation of current CPR.

- 10) It is also understood and agreed that the SCHOOL shall conduct a public record and criminal conviction (background check) prior to students participating in any clinical activities at Children's. If a student has been convicted of any offense, the program must evaluate very closely whether the student, based on the severity of the offense, will in any way jeopardize a clinical facility's ability to provide a safe environment for their patients and staff. Students convicted of the following types of offenses should be potentially disqualified from attending clinical activities at Children's:
 - Violence
 - Sexual offenses / sexual assault
 - Drug and alcohol crimes
 - Theft
 - Fraud / embezzlement
 - Weapons

G. Faculty. SCHOOL shall provide the necessary faculty to supervise and control instruction and clinical experience at HOSPITAL. It is understood and agreed that the SCHOOL shall ensure that the health status of each such faculty member meets hospital employee requirements. Specifically each such faculty member should be free of communicable diseases and have documentation of immunizations or immune status for measles, mumps, Rubella, Rubeola, Varicella and Hepatitis B. SCHOOL faculty shall be responsible for directly supervising students' professional activities and conduct while at HOSPITAL and coordinating instruction, supervision, and evaluation of SCHOOL's students at HOSPITAL except when and to the extent SCHOOL and HOSPITAL jointly agree that HOSPITAL-provided preceptors shall fulfill some or all of these functions at any given time.

H. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall, defend indemnify and hold HOSPITAL harmless from all liability and responsibilities therefore.

3. HOSPITAL'S RESPONSIBILITIES

A. Clinical Experience. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.

- B. HOSPITAL Designee. HOSPITAL shall designate a member of HOSPITAL's staff to participate with the designee of School in planning, implementing and coordinating the training Program.
- C. Access to Facilities. HOSPITAL shall permit students enrolled in the Program access to HOSPITAL Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of HOSPITAL.
- D. Records and Evaluations. HOSPITAL shall maintain complete records and reports on each student's performance at the Facilities and provide an evaluation to the SCHOOL on forms provided by the SCHOOL.
- E. Withdrawal of Students. HOSPITAL may request SCHOOL to withdraw from the Program any student who HOSPITAL determines is not performing satisfactorily, or who refuses to follow HOSPITAL'S administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why HOSPITAL desires to have the student withdrawn. SCHOOL shall comply with said request within five (5) days of receipt of notice.
- F. Emergency Health Care/First Aid. HOSPITAL shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, HOSPITAL shall have no obligation to furnish medical or surgical care to any student.
- G. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the HOSPITAL.

4. NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by SCHOOL and HOSPITAL that students under this Program are in attendance for educational purposes, and such students are not considered employees of HOSPITAL for any purpose, including, but not limited to, compensation of services, employee welfare and pension benefits, or workers' compensation insurance. It is further expressly agreed and understood by SCHOOL and HOSPITAL that this Agreement is by and between two independent parties contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. It is further understood between the parties that under no circumstances is any member of the SCHOOL'S faculty or student body to be considered an agent or employee of CHILDREN'S by virtue of or with respect to activities conducted under or by virtue of this Agreement. CHILDREN'S retains professional and administrative responsibility for services rendered in accordance with Title 22 §70713 and 42 C.F.R. 482.12(e).

6. INDEMNIFICATION

- A. SCHOOL agrees to indemnify, defend and hold harmless, HOSPITAL 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 SCHOOL or its directors, officers, employees, faculty or students in conducting the Program at HOSPITAL as authorized by this Agreement.
- B. HOSPITAL agrees to indemnify, defend and hold harmless SCHOOL, 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 HOSPITAL or its directors, officers, or employees, in conducting the Program at HOSPITAL as authorized by this Agreement.

INSURANCE

The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and HOSPITAL against liability arising from or incident to the use and operation of the HOSPITAL by the SCHOOL's students and faculty. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance. On request, an insurance certificate, which covers the liability described herein above, shall be provided by SCHOOL. The SCHOOL shall also maintain and

provide evidence of workers' compensation and disability coverage as required by law. The SCHOOL shall provide HOSPITAL with a certificate of insurance evidencing the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to the HOSPITAL of the cancellation of such insurance. The SCHOOL shall promptly notify the HOSPITAL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall continue in effect until terminated as set forth below.
- B. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated by either party with or without cause upon 30 days' written notice. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorneys' Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, 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.
- G. Force Maieure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

TO SCHOOL
 Chabot Las Positas Community College
 District, 5020 Franklin Drive
 Pleasanton, CA 94588
 Attention:

With a copy to: Las Positas College
 3000 Campus Hill Drive
 Livermore, CA 94551
 Attention: Dean of Academic Services, Business, Computing, Applied Technology, & Social Sciences

TO HOSPITAL
 Children's Hospital & Research Center
 Oakland 747 52nd Street
 Oakland, CA 94609
 Attention: Chief Operating Officer

With a copy to: Children's Hospital & Research Center
 Oakland 747 52nd Street
 Oakland, CA 94609
 Attention: Director of Surgical Services

J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

K. 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.

L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

EXECUTION.

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

CHILDREN'S HOSPITAL & RESEARCH
 CENTER OAKLAND

CHABOT LAS POSITAS COMMUNITY
 COLLEGE DISTRICT

By _____
 Name: Douglas T. Myers
 Title: Chief Operating Officer/Chief Financial Officer
 Date: _____

By _____
 Name:
 Title:
 Date: _____