

AFFILIATION AGREEMENT
BETWEEN Chabot Los Positas Community College District AND
CONCENTRA HEALTH SERVICES, INC. D/B/A CONCENTRA MEDICAL CENTERS

This Affiliation Agreement (the "Agreement") is made by and between Chabot Los Positas Community College District ("School") and Concentra Health Services, Inc. d/b/a Concentra Medical Centers ("Concentra") on this 15 day of May 2018 (the "Effective Date").

WHEREAS, School maintains accredited educational programs and is seeking additional training opportunities for its Medical Assisting students (the "Students"); and

WHEREAS, Concentra has qualified and credentialed personnel and patients who can provide education experiences for the Students enrolled in the Program; and

WHEREAS, both parties desire to maintain and improve their existing standards of health care delivery and education by participating in a clinical and administrative health sciences education program (the "Program"); and

WHEREAS, both parties desire to establish and maintain a working relationship in order that the Students involved be given the opportunity and benefit of receiving clinical training; and

WHEREAS, both parties are mutually desirous of cooperating in the manner set forth in this Agreement and in the Exhibit(s) which are attached hereto and incorporated by reference herein; and

WHEREAS, for the purpose of furthering the following objectives of the parties hereto, School may send to Concentra certain Students enrolled in the above-referenced program who desire to receive instruction and clinical/administrative experience in the designated field, each, a "Student": (1) to obtain clinical/administrative experience in terms of patient and related instruction for such Students; (2) to improve the Program by providing opportunities for learning experiences that will progress the Student in performance; and (3) to establish and operate a Program of high quality.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the attached Exhibit(s), and intending to be legally bound hereby, the parties agree as follows:

1. **School Responsibilities.**

During the term of this Agreement, School shall:

- (a) In conjunction with Concentra, plan and coordinate the educational experiences of the Students;
- (b) Assist in the supervision of the Students outside the clinical setting;
- (c) Participate in conferences with the Students and/or a Concentra supervisor as needed, or requested by Concentra;
- (d) Assure Concentra that the Students have completed the prerequisite courses of the Program; and

- (e) Assure that each Student has professional liability malpractice insurance coverage of no less than \$1,000,000 per medical incident/\$3,000,000 annual aggregate along with commercial general liability coverage of no less than \$1,000,000 per occurrence.

2. **Concentra Responsibilities.**

During the term of this Agreement, Concentra shall:

- (a) Provide a safe working environment with appropriate equipment and supplies to facilitate training of the Students at any of Concentra's clinic(s) (Note: Concentra's senior medical leader at any particular clinic shall have sole discretion in determining if his or her Concentra clinic will host Students);
- (b) Provide supervision of and training for the Students; comply with state and federal labor laws and provide working conditions which will not affect the health, safety or morals of the Students;
- (c) Provide the Students training opportunities for the minimum number of hours as agreed upon by Concentra and the School;
- (d) Not allow a Student to use a Concentra vehicle nor ask a Student to use their personal vehicle for Concentra business; however, a Student may accompany a Concentra employee (as a passenger) to a clinical site;
- (e) Notify the School of any physical injury occurring to the Student at the clinical/externship site, provide first aid treatment to Student requiring such care; however, Concentra is not obligated to furnish any other professional medical service to the Student;
- (f) Provide to the Student any course related training opportunities that resemble the on-the-job duties of a regular employee whenever possible; and
- (g) Complete and return written evaluation forms for each Student at the conclusion of the applicable training period.

3. **Student Related Responsibilities.**

During the term of this Agreement, the School shall ensure that each Student shall:

- (a) Be available to complete the affiliation program during normal business hours for the particular profession and for that particular clinical/affiliation site;
- (b) Accept the assigned extern facility and complete the required number of hours;
- (c) Understand and agree that the affiliation program is provided with no monetary compensation to the Student, and there is no contract to hire, expressed or implied;
- (d) Complete and submit weekly documentation according to instructions given by the Extern Coordinator. Failure to submit written documentation on a weekly basis will result in unsatisfactory progress. Financial aid and the Student's continued participation in the extern program could be affected for failure to complete and/or submit weekly documentation;

- (e) Notify the Extern Coordinator and clinical/affiliation site immediately if any absence from training occurs, or there is any change in the current home address and telephone number;
- (f) Student will begin training on such date as agreed upon by the parties hereto in writing;
- (g) Prior to participating in the affiliation program at Concentra, each Student must satisfactorily complete the Concentra HIPAA training, or an equivalent training through the School; and
- (h) Prior to participating in the affiliation program at Concentra, each Student must provide proof of current and up-to-date immunizations and successfully complete a drug screen and a criminal background check.

4. **Indemnification.**

School will indemnify, defend, and hold harmless Concentra, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligence or intentional misconduct of the School and/or its Students in the performance of its duties and obligations pursuant to this Agreement and in such participation by the Student in the Program.

5. **Term and Termination.**

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year unless earlier terminated in accordance with this Section. This Agreement may be terminated by either party, with or without cause, with thirty (30) days prior written notice or immediately with cause. All Students currently enrolled and assigned to Concentra at the time of notice of termination shall be given the opportunity to complete their respective clinical programs at the clinical/externship site; such completion period not to exceed three (3) months unless otherwise agreed in writing by the parties

6. **Immediate Removal of a Student.**

Concentra has the right to immediately cancel the assignment of any Student assigned by School if: (i) such Student's health status poses an unreasonable risk to Concentra's patients or employees; (ii) Student engages in disruptive or violent behavior; (iii) Student uses or discloses protected health care information in a way that violates their obligations under this Agreement; or (iv) Student otherwise fails to perform in accordance with Concentra policies and procedures.

7. **Compliance with Governmental Requirements.**

In performing its respective obligations under this Agreement and the activities contemplated hereby, each party and its respective officers, directors, employees, agents, subcontractors, and independent contractors and the Students will comply fully with all applicable federal, state and local laws, rules and regulations.

8. **Confidentiality.**

Each party shall, and School shall ensure that its Students shall, (i) maintain the confidentiality of all communications, data, and information relating to or obtained in the performance of this Agreement in accordance with applicable law and (ii) abide by all policies, procedures and rules of Concentra related to the confidentiality of patient information and records.

9. **Confidentiality of Protected Health Information.**

School, by and through its faculty and Students, will comply, and will ensure that its Students comply, with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the requirements of any regulations promulgated thereunder, including, but not limited to, the federal privacy regulations as contained in 45 C.F.R. part 164 and the Federal Securities Standards as codified in 45 C.F.R. part 142. Neither School nor its faculty or Students shall use or further disclose any protected health information or individually identifiable health information other than as permitted by this Agreement and the requirements of HIPAA, HIPAA regulations, or similar state law requirements. School will implement appropriate safeguards to prevent the use or disclosure of protected health information other than as contemplated by this Agreement. School will promptly report to Concentra any use or disclosures, of which School becomes aware, of protected health information in violation of HIPAA or its regulations. School will make its internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and its regulations. No attorney/client, accountant/client, doctor/patient, or other legal or equitable privilege shall be deemed to have been waived by the School or Concentra by virtue of this subsection.

10. **Miscellaneous.**

- (a) All notices, requests, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing with confirmation of receipt of delivery, and shall be sent by personal delivery, certified or registered United States mail, return receipt requested, or overnight delivery service. Notices shall be sent to the addresses set forth below:

If to School:

Chabot Las Positas Community College
7600 Dublin Blvd.
Dublin, CA 94568

Attn: _____

With a Copy to:

Chabot College Medical Assisting Program
25555 Hesperian Blvd.
Hayward, CA 94555
Attn: Kristina Perkins

If to Concentra:

Concentra Medical Clinic

Attn: Center Operations Director

With Copy to:

Concentra Health Services, Inc.
5080 Spectrum Drive, Suite 1200 West
Addison, TX 75001
Attn: Legal Counsel

- (b) No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach hereof.
- (c) Neither party may assign its rights or delegate or subcontract any of its obligations under this Agreement, without prior written consent of the other party. Notwithstanding the foregoing, Concentra may assign any of its rights and obligations hereunder to any entity that is an affiliate or successor of Concentra without prior approval of School.
- (d) Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates or (ii) an employer/employee relationship between the parties.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom the enforcement of this Agreement is sought.
- (f) This Agreement (i) represents the entire agreement between Concentra and School with respect to the subject matter of this Agreement, (ii) supersedes all prior and contemporaneous agreements, understandings, representations and warranties relating to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both parties.
- (g) This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Texas, without regard to conflict/choice of law principles. Furthermore, the parties herein agree that the courts located in Dallas County, Texas shall be the proper venue to hear any dispute hereunder, and hereby waive any right they have to assert otherwise.
- (h) Neither party shall be liable for its failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act or occurrence beyond its reasonable control, including, but not limited to, acts of God, acts of terrorism, fire, strike, or war.
- (i) Sections 4, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement, to be in force as of the Effective Date.

Chabot Las Positas Community College District

By: _____

Name: Lorenzo S. Legaspi

Title: Vice Chancellor, Business Services

Date: _____

CONCENTRA HEALTH SERVICES, INC.

By: _____

Name: W. Keith Newton

Title: President

Date: _____

ATTACHMENT A

Clinical Education Agreement

This attachment is incorporated into the Clinical Education Agreement between Facility and School (“Clinical Education Agreement”) in support of the Chabot College Medical Assisting Program.

Medical Assisting Education Review

These standard requirements are 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.

- A. This is 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
- B. On-site supervision of the student must be provided by an individual who has knowledge of the medical assisting profession.

Evaluation

Facility and School shall cooperate in setting regularly scheduled meetings between the appropriate School and Facility staff for the purpose of interpreting, discussing, and evaluating the Program and the clinical experience of the students. The final individual student evaluation will be completed by the instructor of record.

HIPAA Confidentiality

Maintaining confidentiality of patient information: No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the training. The discussion, transmission or narration in any form by students or instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the training. Students and instructors shall use de-identified information only in any discussions with School, its employees or agents not participating as on-site instructors, unless the patient has first given express authorization using a form approved by SBMF that complies with applicable state and federal law, including the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act (“HITECH Act,” 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”). To preserve patient confidentiality, students and instructors shall not be permitted to use any cameras or camera cell phones in the Facilities. Any student(s)/instructor(s) participating in the Program(s) under this Agreement must execute a Confidentiality Form prior to placement.

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. Facility 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 Facility generates or maintains educational records related to a student participating in the Program, Facility 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, Facility

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 Facility 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 Facility to carry out the Program.

Specific Notice Requirements (if different from notice contact identified in Section 17 of the Clinical Education Agreement):	Attn: Kristina Perkins, Medical Assistant Coordinator 25555 Hesperian Blvd., Hayward, 94545.
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**FINAL PRACTICUM EVALUATION OF STUDENT
(2015 MAERB Core Curriculum)**

**Chabot College
Medical Assisting Program**

Name of Practicum Student Being Evaluated: _____

INSTRUCTIONS: Consider each item separately and rate each item independently of all others. Indicate in the appropriate box the student's level of competency, if applicable, or access to the specific task.

Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
I Anatomy & Physiology				
I.P.1. Measure and record:				
a. blood pressure				
b. temperature				
c. pulse				
d. respirations				
e. height				
f. weight				
g. length (infant)				
h. head circumference (infant)				
i. pulse oximetry				
I.P.2. Perform:				
a. electrocardiography				
b. venipuncture				
c. capillary puncture				
d. pulmonary function testing				
I.P.3. Perform patient screening using established protocols				
I.P.4. Verify the rules of medication administration:				
a. right patient				
b. right medication				
c. right dose				
d. right route				
e. right time				
f. right documentation				
I.P.5. Select proper sites for administering parenteral medication				
I.P.6. Administer oral medications				
I.P.7. Administer parenteral (excluding IV) medications				
I.P.8. Instruct and prepare a patient for a procedure or a treatment				
I.P.9. Assist provider with a patient exam				

Practicum Evaluation of Student
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I.P.10. Perform a quality control measure				
I.P.11. Obtain specimens and perform:				
a. CLIA waived hematology test				
b. CLIA waived chemistry test				
Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
c. CLIA waived urinalysis				
d. CLIA waived immunology test				
e. CLIA waived microbiology test				
I.P.12. Produce up-to-date documentation of provider/professional level CPR				
I.P.13. Perform first aid procedures for:				
a. bleeding				
b. diabetic coma or insulin shock				
c. fractures				
d. seizures				
e. shock				
f. syncope				
I.A.1. Incorporate critical thinking skills when performing patient assessment				
I.A.2. Incorporate critical thinking skills when performing patient care				
I.A.3. Show awareness of a patient's concerns related to the procedure being performed				
II Applied Mathematics				
II.P.1. Calculate proper dosages of medication for administration				
II.P.2. Differentiate between normal and abnormal test results				
II.P.3. Maintain lab test results using flow sheets				
II.P.4. Document on a growth chart				
II.A.1. Reassure a patient of the accuracy of the test results				
III Infection Control				
III.P.1. Participate in bloodborne pathogen training				
III.P.2. Select appropriate barrier/personal protective equipment (PPE)				
III.P.3. Perform handwashing				
III.P.4. Prepare items for autoclaving				
III.P.5. Perform sterilization procedures				
III.P.6. Prepare a sterile field				

III.P.7. Perform within a sterile field				
III.P.8. Perform wound care				
III.P.9. Perform dressing change				
Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
III.P.10. Demonstrate proper disposal of biohazardous material				
a. sharps				
b. regulated wastes				
III.A.1. Recognize the implications for failure to comply with Center for Disease Control (CDC) regulations in healthcare settings				
IV Nutrition				
IV.P.1. Instruct a patient according to patient's special dietary needs				
IV.A.1. Show awareness of patient's concerns regarding a dietary change				
V Concepts of Effective Communication				
V.P.1. Use feedback techniques to obtain patient information including:				
a. reflection				
b. restatement				
c. clarification				
V.P.2. Respond to nonverbal communication				
V.P.3. Use medical terminology correctly and pronounced accurately to communicate information to providers and patients				
V.P.4. Coach patients regarding:				
a. office policies				
b. health maintenance				
c. disease prevention				
d. treatment plan				
V.P.5. Coach patients appropriately considering:				
a. cultural diversity				
b. developmental life stage				
c. communication barriers				
V.P.6. Demonstrate professional telephone techniques				
V.P.7. Document telephone messages accurately				
V.P.8. Compose professional correspondence utilizing electronic technology				

V.P.9. Develop a current list of community resources related to patients' healthcare needs				
Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
V.P.10. Facilitate referrals to community resources in the role of a patient navigator				
V.P.11. Report relevant information concisely and accurately				
V.A.1. Demonstrate:				
a. empathy				
b. active listening				
c. nonverbal communication				
V.A.2. Demonstrate the principles of self-boundaries				
V.A.3. Demonstrate respect for individual diversity including:				
a. gender				
b. race				
c. religion				
d. age				
e. economic status				
f. appearance				
V.A.4. Explain to a patient the rationale for performance of a procedure				
VI Administrative Functions				
VI.P.1. Manage appointment schedule using established priorities				
VI.P.2. Schedule a patient procedure				
VI.P.3. Create a patient's medical record				
VI.P.4. Organize a patient's medical record				
VI.P.5. File patient medical records				
VI.P.6. Utilize an EMR				
VI.P.7. Input patient data utilizing a practice management system				
VI.P.8. Perform routine maintenance of administrative or clinical equipment				
VI.P.9. Perform an inventory with documentation				
VI.A.1. Display sensitivity when managing appointments				
VII Basic Practice Finances				
VII.P.1. Perform accounts receivable procedures to patient accounts including posting:				
a. charges				

b. payments				
c. adjustments				
Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
VII.P.2. Prepare a bank deposit				
VII.P.3. Obtain accurate patient billing information				
VII.P.4. Inform a patient of financial obligations for services rendered				
VII.A.1. Demonstrate professionalism when discussing patient's billing record				
VII.A.2. Display sensitivity when requesting payment for services rendered				
VIII Third Party Reimbursement				
VIII.P.1. Interpret information on an insurance card				
VIII.P.2. Verify eligibility for services including documentation				
VIII.P.3. Obtain precertification or preauthorization including documentation				
VIII.P.4. Complete an insurance claim form				
VIII.A.1. Interact professionally with third party representatives				
VIII.A.2. Display tactful behavior when communicating with medical providers regarding third party requirements				
VIII.A.3. Show sensitivity when communicating with patients regarding third party requirements				
IX Procedural and Diagnostic Coding				
IX.P.1. Perform procedural coding				
IX.P.2. Perform diagnostic coding				
IX.P.3. Utilize medical necessity guidelines				
IX.A.1. Utilize tactful communication skills with medical providers to ensure accurate code selection				
X Legal Implications				
X.P.1. Locate a state's legal scope of practice for medical assistants				
X.P.2. Apply HIPAA rules in regard to:				
a. privacy				
b. release of information				
X.P.3. Document patient care accurately in the medical record				

Psychomotor & Affective Competencies	Competent	Needs Work	Was able to observe	Not Available at this site
X.P.4. Apply the Patient's Bill of Rights as it relates to:				
a. choice of treatment				
b. consent for treatment				
c. refusal of treatment				
X.P.5. Perform compliance reporting based on public health statutes				
X.P.6. Report an illegal activity in the healthcare setting following proper protocol				
X.P.7. Complete an incident report related to an error in patient care				
X.A.1. Demonstrate sensitivity to patient rights				
X.A.2. Protect the integrity of the medical record				
XI Ethical Considerations				
XI.P.1. Develop a plan for separation of personal and professional ethics				
XI.P.2. Demonstrate appropriate response(s) to ethical issues				
XI.A.1. Recognize the impact personal ethics and morals have on the delivery of healthcare				
XII Protective Practices				
XII.1. Comply with:				
a. safety signs				
b. symbols				
c. labels				
XII.2. Demonstrate proper use of:				
a. eyewash equipment				
b. fire extinguishers				
c. sharps disposal containers				
XII.3. Use proper body mechanics				
XII.4. Participate in a mock exposure event with documentation of specific steps				
XII.5. Evaluate the work environment to identify unsafe working conditions				
XII.A.1. Recognize the physical and emotional effects on persons involved in an emergency situation				

XII.A.2. Demonstrate self-awareness in responding to an emergency situation				
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Additional Comments or Skills/Duties Performed/Observed

What type of additional administrative duties did the student perform or observe?

What type of additional clinical duties did the student perform or observe?

What were the strengths of the student?

What could the student improve upon?

Any other final thoughts/comments?

Printed name of individual completing this evaluation _____

Date _____ Signature _____

Credentials/Title _____