

AGREEMENT FOR TRAINING FOR ACADEMIC PURPOSES

This Agreement is between **SAMUEL MERRITT UNIVERSITY**, a California nonprofit public benefit corporation, (“University”), with its address being 3100 Telegraph Avenue, Oakland, CA 94609 and **MT. DIABLO UNIFIED SCHOOL DISTRICT** (“Agency”), with its address being 1936 Carlotta Drive, Concord, CA 94519.

ARTICLE I. RECITALS

- A. University has a clinical education learning experience (“Program”) for its **nursing pre-licensure, family nurse practitioner and nursing case management** student(s), and this Program requires training at Agency so that the student(s) can fulfill an academic requirement.
- B. The Agency has ability to furnish such experience and, as a community service is willing, under certain conditions, to allow **nursing pre-licensure, family nurse practitioner and nursing case management** students enrolled at the University to utilize certain facilities for the clinical education learning experiences and to provide clinical faculty for such education purposes.
- C. It is to the mutual benefit of the parties to this Agreement that student(s)/instructor(s) participating in University's Program may use the Agency for academic purposes.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

- 1.1. Primary Contacts. Both parties shall designate primary contacts (“Primary Contact”) respectively, who shall coordinate with each other in the planning, implementation and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- 1.2. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period of time for each student’s training.
- 1.3. Supervision. University shall maintain responsibility for student activities and conduct while in the Agency, and shall maintain supervision over the Program (including all grading). However, Agency shall provide appropriate training, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.
- 1.4. Faculty/Clinical Preceptors. University shall provide instructor(s) to supervise all instruction and student activities for the Program in Agency except for any particular course(s) that use clinical preceptors. Agency shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

- 1.5. Orientation. Student(s) and instructor(s) participating in the Program at Agency must attend an orientation performed by Agency prior to student and instructor assignment (or at least annually). The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.
- 1.6. Status of Students/Instructors. It is expressly agreed and understood by University and Agency that student(s) and instructor(s) under this Program are in attendance for educational purposes, and such student(s) and instructor(s) are not considered employees of Agency for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.
- 1.7. Non-Discrimination. The parties agree that student(s) participating in the Program at Agency pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status.

2. UNIVERSITY'S RESPONSIBILITIES

- 2.1. Student/Instructor Contact Information. University shall complete and send to Agency information for each student and instructor enrolled in the Program, which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned training. Agency shall regard this information as confidential.
- 2.2. Schedule of Assignments. University shall notify the Agency of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than five (5) working days prior to the planned training.
- 2.3. Records. University shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements. The University must produce records within 3 hours of request.
- 2.4. Rules and Regulations. University shall enforce rules and regulations governing the student(s) as mutually agreed upon by University and Agency.
- 2.5. Health Policy. University shall provide Agency, prior to a student's arrival at the Agency, with proof of immunity consistent with Agency employee health policy and notify the Agency if student is a known carrier of an infectious or communicable disease. If such information indicates that patient(s) of Agency would be placed at risk by the presence of a particular student, Agency reserves the right to refuse to allow such student to participate in the Program at Agency. Immunity documentation shall include at a minimum a TB screening, and vaccinations or titers for rubeola, rubella, varicella, Hepatitis B and influenza. TB screening (two step process) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. Agency is not financially responsible for providing these tests for

student(s). Agency has the same requirements for any University instructor(s) participating under this Agreement.

2.6. Student/Instructor Responsibilities. University shall notify each student and instructor that he/she is responsible for:

- Following the policies, procedures, rules and regulations of Agency, including the dress code of the Agency and the Agency's Identity Theft Prevention Program.
- Arranging for his/her own transportation and living arrangements when not provided by University.
- Arranging for and assuming the cost of his/her own health insurance.
- Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test, and initial drug screening.
- 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 experience. The discussion, transmission or narration in any form by student(s) or instructor(s) 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. Student(s) and instructor(s) shall use de-identified information only in any discussions with University (or University's employees or agents not participating as on-site instructors), unless the patient has first given express authorization using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and regulations thereunder. To preserve patient confidentiality, student(s) and instructor(s) shall not be permitted to use any cameras or camera cell phones in Agency, including printing information from the EHR.
- Wearing photo ID name badges identifying him/herself as a student/instructor of the University.
- Notifying Agency management immediately of any perceived or suspected violation of federal or State law at the Agency.
- Participating in ward rounds, clinics, staff meetings and/or in-house educational programs as determined by University and Agency.

2.7. Background Checks. Agency requires a lawful background check for each student and instructor before the planned training. Agency is not financially responsible for the background check. If any information obtained through the background check may indicate that patient(s) of Agency would be placed at risk by the presence of a particular student and/or instructor, Agency reserves the right to refuse to allow such student and/or instructor to participate in the Program at Agency.

3. AGENCY'S RESPONSIBILITIES

- 3.1. Access to Agency. Agency shall allow student(s) and instructor(s) in the Program to access Agency as appropriate and necessary for the Program, provided that the student(s) or instructor(s) shall not interfere with Agency activities. Agency shall also provide space for conferences, as available, and access to Agency's Medical Resource Library during normal Library hours.
- 3.2. Emergency Health Care/First Aid. Agency shall provide to any student or instructor any necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student's or instructor's participation in the Program. Except as provided regarding such emergencies, Agency shall have no obligation to furnish medical or surgical care to any student or instructor. Student(s) and instructor(s) will be financially responsible for all such care rendered in the same manner as any other patient.

4. CLINICAL TRAINING (IF APPLICABLE)

- 4.1. Training Capacity. If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by Agency. Student(s) shall perform services for patients only when under the supervision of a qualified Agency professional. Agency and University shall coordinate all appropriate supervision.
- 4.2. Accreditation. Agency shall conform to the requirements of any appropriate accreditation agency overseeing the Program. Upon request, Agency shall permit the appropriate accreditation agency to make site visits to Agency to verify the instructional and academic experience of the University's student(s).

5. INDEMNIFICATION

Each party shall defend, indemnify and hold harmless the other party and its affiliates, parents, and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from 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 the indemnifying, its affiliates, parents, and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers.

6. INSURANCE

- 6.1. Each party shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.

- 6.2. If a student is participating in clinical training with direct patient care, University shall provide evidence of student professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- 6.3. Each party shall maintain and provide evidence of workers' compensation for all of its employees, and University shall provide evidence of student accident insurance or health insurance for each student with benefits that are no less than \$10,000.

7. TERM AND TERMINATION

7.1. Term/Renewal. This Agreement shall become effective **September 13, 2017** and shall continue in effect for **five (5) years** unless terminated earlier as provided herein.

7.2. Termination.

7.2.1. Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of both parties.

7.2.2. Without Cause. This Agreement may be terminated without cause with thirty (30) days' advance written notice by either party to the other party. Such termination shall not take effect, however, with regard to student(s) already enrolled until the student(s) has/have completed training for the University semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the Agency or the unit in which student is assigned ceases to operate.

7.2.3. Withdrawal of Student(s)/Instructor(s). Agency may request University to withdraw from the Program any student or instructor whom Agency determines is not performing satisfactorily, or who refuses to follow Agency's policies, procedures, rules and/or regulations, or violates federal or State laws. Agency may also deny participation in the Program to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. Agency reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. University shall comply with any such request by Agency within twenty-four (24) hours, unless Agency agrees to a longer period of time.

8. CONFIDENTIALITY

8.1. General Confidentiality. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of Agency.

8.2. Confidentiality Training. University shall warrant to Agency that each student and instructor has received appropriate training in the student's/instructor's duty to maintain

the confidentiality of patient and Agency proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws and regulations include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time (“HIPAA”), the California Confidentiality of Medical Information Act, and the Federal Trade Commission’s Red Flag Rules on Identity Theft Prevention. Agency reserves the right to provide appropriate confidentiality training to the student(s)/instructor(s), and to designate the student(s)/instructor(s) as members of Agency’s workforce, as defined by HIPAA.

- 8.3. Patient Authorization. No Agency patient information may be disclosed to or shared with University (or University’s employees or agents not participating as on-site instructors) during the course of the Program unless Agency has received express written patient authorization. Agency shall reasonably assist University in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with University (or University’s employees or agents not participating as on-site instructors).

9. GENERAL PROVISIONS

- 9.1. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding University’s Program and use of Agency. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.
- 9.2. Assignment/Binding on Successors. Neither party may assign its rights or delegate its duties without the express written approval of the other party, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- 9.3. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator’s fees and expenses equally. The arbitration shall take place in the county where Agency is located. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in that same county.
- 9.4. Attorney’s 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 attorney’s fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.

- 9.5. Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 9.6. 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. A photocopy of the executed Agreement may be used as if it were the original Agreement.
- 9.7. Force Majeure. 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.
- 9.8. 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.
- 9.9. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

SAMUEL MERRITT UNIVERSITY

Attn: Contract Specialist
450 30th Street, Suite 2832
Oakland, CA 94609

**MT. DIABLO UNIFIED
SCHOOL DISTRICT**

1936 Carlotta Drive
Concord, CA 94519

- 9.10. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.
- 9.11. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. 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.
- 9.12. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.

9.13. Compliance with Law and Regulatory Agencies. Agency and University shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Agency; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from Agency. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. University shall also comply, and shall ensure its student(s) and instructor(s) comply, with all applicable standards and recommendations of The Joint Commission; the bylaws, policies and procedures of Agency; and the laws and regulations regarding services provided to patients covered by Medicare and/or Medi-Cal.

9.14. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.

9.15. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10. 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.

SAMUEL MERRITT UNIVERSITY

**MT. DIABLO UNIFIED SCHOOL
DISTRICT**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER 17-003028		ISSUE DATE 09/19/2017	
INSURER SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		COMPANY AFFORDING COVERAGE			
		COMPANY SUTTER INSURANCE SERVICES CORPORATION			
INSURED Samuel Merritt University 3100 Telegraph Avenue Oakland, CA 94609		COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: <u>10/1/90 (SMU)</u>		SIS-2017-1	1/1/2017	1/1/2018	EACH CLAIM \$1,000,000 AGGREGATE \$3,000,000
PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: <u>10/1/90 (SMU)</u>		SIS-2017-1	1/1/2017	1/1/2018	EACH CLAIM \$1,000,000 AGGREGATE \$3,000,000
EXCESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE: _____					EACH CLAIM \$ AGGREGATE \$
OTHER					
REASON FOR INTEREST Evidence of coverage as respects agreement between Samuel Merritt University and Mt. Diablo Unified School District. Evidence of coverage as respects to agreement between Samuel Merritt University and Mt. Diablo Unified School District re: clinical education learning experience for its nursing pre-licensure, family nurse practitioner and nursing case management students					
CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			 _____ Bonnie George, President/CEO		