SAN LEANDRO UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CERTIFIED NURSE ASSISTANT AND HOME HEALTH AIDE PROGRAMS BETWEEN SAN LEANDRO ADULT SCHOOL AND ELMWOOD NURSING AND REHABILITATION CENTER

"This Agreement is entered into effective February 15, 2013, by and between the San Leandro Adult School, here after referred to as "School," and Elmwood Nursing and Rehabilitation Center here after referred to as "Facility."

WITNESSETH:

WHEREAS, School has Home Health Aide program and is desirous that its students (hereafter referred to as "Students"), obtain clinical experience at Facility.

WHEREAS, Facility has the facilities for furnishing such clinical experience located at 2829 Shattuck Avenue, Berkeley, California 94705.

WHEREAS, it is to the mutual benefit of the parties to this Agreement that the students of School's said program use said clinical facilities for their learning experience:

NOW, THEREFORE, the parties agree as follows:

1. General Information

A. Only students enrolled and regularly participating in the training of San Leandro Adult School's Certified Nurse Assistant and Home Health Aide program are recognized as students under this Agreement.

B. The period of time for each student's clinical experience shall be agreed upon by the parties before the beginning of the training.

C. The maximum number of students to receive clinical training shall not exceed 15 to 1 student teacher ratio. Facility shall have the right not to accept students or to terminate individual students at any time during the term of this Agreement.

D. Clinical training will take place at scheduled days and times and will not begin until after 6:00 a.m. and not go beyond 8:00 p.m.

2. Nondiscrimination

The parties agree that all students participating in clinical and non-clinical hospital experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, 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, within the limits imposed by law or agency policy.

In the event of noncompliance by School with the provisions of this section, this Agreement may be suspended in whole or in part, or terminated by Facility.

3. Responsibilities of School

A. School shall send the name, address and telephone number, a report of health status, and information about the health care coverage or insurance of each student to Facility at least two weeks before the beginning date of each clinical experience program.

B. School shall be responsible for supplying any additional information required by Facility prior to the beginning of each clinical experience program.

C. Instruction shall be provided to students through instructors employed by School, who shall assume responsibility for all classroom and clinical instruction of the Students.

D. School shall be responsible for all instruction, supervision, control, evaluation and discipline of students in the program.

E. School shall designate a facility member to coordinate with a designee of Facility in the planning of the program of clinical experience to be provided Students.

F. School shall maintain all personnel and academic records of the Students.

G. School shall orient Students enrolled in the clinical training program to Facility in accord with information received by its instructors from the Elmwood Nursing and Rehabilitation Center. School shall enforce rules and regulations governing the students that are mutually agreed upon by School and Facility.

H. The San Leandro Adult School will designate only students who have completed LiveScan fingerprinting.

I. School shall notify the students that they are responsible for:

i. Following the administrative policies of Facility;

ii. Providing the necessary and appropriate uniforms which shall be designed, but not provided, by Facility;

iii. Arranging for their own transportation and living accommodations when not provided by Facility;

iv. Reporting to Facility on time and following all established rules and regulations Facility;

v. Arranging for their own health insurance and liability insurance when not provided by School;

vi. Assuming responsibility for their personal illness, necessary immunizations including tetanus/diphtheria, rubella, tuberculin test, chest x-ray and annual health examination; school submit, upon request, evidence that students are immunized.

vii. Each student will be required to complete application DPH283B form provided by the Department of Public Health.

viii. Complete specific designated hours and modules.

ix. All reports, modules, hours, and proof will be required prior to direct patient care.

x. Maintaining the confidentiality of patient information. No Student shall have access to or have the right to review any medial record, except where necessary in the regular course of the program. 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 program.

4. <u>Responsibilities of Facilities</u>

A. Facility shall accept from School the mutually agreed upon enrollees in the said programs and shall permit said Students and facility of the School access to appropriate facilities for the clinical experience program including classroom and conference room space when

available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of Facility.

B. Facility shall arrange for the faculty of School participating in the clinical training program to participate, prior to the beginning of the clinical training program, in an orientation to the facility.

C. Facility shall designate a member of the hospital staff to participate with the designee of School in planning, implementing and coordinating the program of clinical experience.

D. Facility may request School to withdraw from the clinical experience program any student who facility determines is not performing satisfactorily, or who fails or refuses to follow Facility's administrative and patient care policies, procedures rules and regulations, including inappropriate behavior, dress, or hygiene. Such request must be in writing and must include a statement of the reason or reasons why facility desires to have the Student withdrawn. Said request shall be complied with within five (5) days of receipt of same.

E. Facility shall, on any day when a Student is receiving clinical experience at its facilities provide to Students necessary emergency health care or first aid for accidents occurring in its facilities. Except as herein provided, Elmwood Nursing and Rehabilitation Center shall no obligation to furnish medical or surgical care to any Student.

F. Facility nursing staff will not be decreased because students are training in the facility.

G. Facility staff shall not be used to proctor, shadow or teach the training program's students.

H. Facilities shall have the list of names of all students with their training schedules.

5. Joint Responsibilities

The designated representatives of School and facility may formalize by letter operational details of the clinical experience program, including a mutually agreeable schedule of the time Students are expected to be in Facility.

Both entities must agree to comply with all local, state and federal laws and regulations.

6. Status of School and Facility

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School, facility, and students, but is rather an agreement by and between independent contractors being School and Facility.

7. Status of Students and Instructors

It is expressly agreed and understood by School and Facility that the Students under this program and their instructors are in attendance at facility for educational purposes, such Students or instructors are not considered to be employee of facility for any purpose including, but not limited to, compensation for services, employee welfare and compensation benefits, fringe benefits of employment or workers' compensation insurance. Students are not to be considered employees of School for any purpose under this Agreement.

8. Hold Harmless Clause

School shall indemnify and hold harmless Facility, its officers, agents and employees from any and all claims, loss, damages, liability, costs, expenses, judgments or obligation, including the cost of defense thereof, insofar as School may legally do so and subject to the availability of funds, resulting from or on account of the negligent performance or failure to perform obligations or activities within the scope of this Agreement by School, its instructors, agents or employees or by any Student enrolled in the training herein referred to.

Facility shall indemnify and hold harmless School, its officers, agents and employees, from any and all claims, loss, damages, liabilities, costs, expenses, judgments or obligations, including the cost of defense thereof, resulting from or in any way connected with the negligent performance or failure to perform obligations or activities within the scope of this Agreement by Facility, its officers, employees or agents.

9. Insurance

A. School or Facility will procure and maintain in full force and effect, adequate insurance or will self-insure their obligations and liabilities under this Agreement. School shall, prior to the beginning of said program, provide Facility with evidence of adequate self-insurance or with verification from School's insurance carrier and providing for twenty (20) days prior written notice to Facility or any substantial change to or cancelation of said insurance.

B. School shall notify each Student assigned that as a condition for use of its premises, Facility requires that each Student participating in the program present to facility proof of liability insurance including errors and omission coverage. Such insurance shall be from a reputable insurance carrier authorized to transact business in California, in order to protect the Student against the risk of injury, death, and damage to persons or property. The policy shall contain an endorsement providing that the policy shall not be canceled until at least thirty (30) days prior written notice has been given to Facility. Each Student shall furnish Facility with a certificate of insurance evidencing the required coverage prior to the beginning of the clinical experience program.

10. Term of Agreement; Termination; Modification

This Agreement is for a term commencing February 15, 2013. This Agreement may be terminated by either party upon the giving of ninety (90) days written notice to the other at the address hereinafter set forth except that such termination by Facility shall not be effective, at the election of School, as to any Student who at the date of mailing said notice was participating in said program until said Student has completed the program for the then current academic year. Both entities must agree to renew the contract before renewing it every two years.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro Adult School

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San Leandro Adult School Date
Education Administrator

San Leandro Adult School
2255 Bancroft Avenue
San Leandro, CA 94577

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San Leandro Unified School District Date
Authorized Representative

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Elmwood Nursing and Rehabilitation Center

_____

Authorized Representative Date

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Please Print Name

Elmwood Nursing and Rehabilitation Center
34400 Mission Boulevard
Union City, CA 94587