

**AFFILIATION AGREEMENT FOR
PHYSICIAN ASSISTANT STUDENT TRAINING
IN A CLINICAL SETTING**

APPROVED/RATIFIED
BY BOARD 12/12/2016

This Affiliation Agreement for Physician Assistant Student Training in a Clinical Setting (“**Agreement**”), effective as of **December 14, 2016** (“**Effective Date**”) is executed by and between County of Monterey, a political subdivision of the State of California (the “**County**”) d/b/a Natividad Medical Center (“**Site**”), and The Board of Trustees of the Leland Stanford Junior University, a trust having corporate powers under the laws of the State of California (“**Stanford**”) on behalf of its School of Medicine and the Foothill-De Anza Community College District on behalf of Foothill College (“**Foothill**”), each a “**Party**” and , collectively, the “**Parties.**” Stanford arranges instruction and clinical training for Foothill students enrolled in their jointly operated Primary Care Associate Program (“**Program**”).

This Agreement is made with reference to the following facts:

A. Stanford conducts an educational program for Physician Assistants who are enrolled as students at Foothill and not Stanford, in cooperation with Foothill. This educational program, called the Primary Care Associate Program (“**PCAP**”), has been approved by the Physician Assistant Examining Committee of the State of California. “**Student**” means an individual enrolled in Foothill College who is taking part in PCAP. PCAP requires Students to gain actual clinical experience in providing Physician Assistant services.

B. The Site has agreed to allow Students to gain practical experience in fulfillment of their PCAP requirements through working in the Site’s clinical facilities under the direct supervision of a physician who has agreed to provide instruction and direct supervision of Student (“**Rotations**”).

C. Pursuant to 16 California Code of Regulations §§1399.530(a)(5) and 1399.535, and any successor provisions, Stanford and Site desire to establish a preceptorship training program for the Rotation of Students at Site.

D. For the avoidance of doubt, any reference to “**Site**” herein shall be a reference to the County.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **STANFORD AND FOOTHILL’S RESPONSIBILITIES:**

Stanford shall, through its Associate Program Director for PCAP:

(a) Designate a Clinical Coordinator (“**designated representative**”) who shall be responsible for planning, development, coordination, implementation and supervision of the clinical portion of the Program at the Site, all in consultation with the designated representative of Site.

(b) Designate the Students who are to participate in the Program, in writing and at least one (1) month prior to the commencement of the clinical portion of the Program at the Site.

Stanford shall assure that each Student assigned to the Site is qualified to serve under the supervision of Physician Preceptor as a Physician Assistant. Without limiting the foregoing, Stanford shall ensure that Students are academically prepared for the Rotation at Site, including theoretical knowledge, entry-level clinical skills, and professional ethics. Stanford shall provide additional information to Site as necessary to develop an education plan, monitor and evaluate student(s).

(c) Appoint a physician, who is a member of the Medical Staff of Site and privileged and qualified, approved by County to be the Physician Assistant Preceptor (“**Physician Preceptor**”) at the Site in a formal agreement specifying Physician Preceptor’s duties and responsibilities in directly supervising and instructing Students. Physician Preceptor shall directly supervise Students in all aspects of patient care and management, including patient contact or documentation in the medical record by Students, and Students shall not provide patient care or management without the direct authorization of Physician Preceptor. In addition to providing direct supervision, the Physician Preceptor shall countersign medical record entries made by Students the same day that care is provided. Physician Preceptor shall obtain consent from any patient before a Student may provide care to the patient, and in cases where the medical service to be rendered by the Student is surgical in nature or where the Student is to assist in a surgical procedure, except in emergencies the Physician Preceptor shall obtain informed written consent from the patient to performance of such surgical services or by the Student or the assistance of the Student in such surgical procedure .

(d) Assure that each Student assigned to the Site, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Site upon request.

(e) Assure that each Student has obtained the physical examination and has complied with the other requirements of Paragraphs 3(a), 3(b) and 3(c), and, upon request, submit documentation of that compliance.

(f) Inform each Student, prior to the Student’s participation in the clinical portion of the Program at Site, of the Student’s responsibilities as set forth in Paragraph 3 of this Agreement.

Foothill shall:

(g) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 11 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least three (3) years following termination of this Agreement.

2. SITE’S RESPONSIBILITIES:

Site shall:

(a) Designate a representative (“**designated representative**”) who shall consult with the designated representative of the Program for the purpose of implementing and coordinating the clinical portion of the Program at the Site. Site’s designated representative is authorized to

provide any approval, which is required by the terms of this Agreement but is not authorized to approve of any amendment to or waiver of the terms of this Agreement.

(b) Under the direct supervision of Physician Preceptor, provide appropriate general patient care facilities for the clinical aspects of the Program conducted under this Agreement.

(c) Under the direct supervision of Physician Preceptor, provide opportunities to the Students of the Program to enable them to acquire clinical experience in a range of types of medical services but only to the extent that the facilities and patient census of Site permit.

(d) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 11 throughout the term of this Agreement and for at least three (3) years following termination of this Agreement.

3. STUDENTS' RESPONSIBILITIES:

Stanford shall inform Students who are assigned to Site that they must:

(a) Obtain a physical examination within one year prior to commencing the Student's Rotation.

(b) Provide proof of the immunizations required by the Site.

(c) Provide proof of a negative Quantiferon TB Gold or chest x-ray within one year prior to participation in the clinical portion of the Program at the Site.

(d) Execute and transmit to the Site a Confidentiality Statement in the form attached, marked Exhibit A.

(e) Execute and transmit to the Site a Student's Declaration of Responsibilities in the form attached, marked Exhibit B.

(f) Conform to all applicable Site policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of Site and Stanford.

(g) Be responsible for his or her own support, maintenance, living quarters, health insurance or medical care while participating in the Program and for transportation to and from Site.

(h) Participate, to the extent scheduled or otherwise requested by Site, in activities and assignments that are of educational value and that are appropriate to the course and scope of Stanford's curriculum.

(i) Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate, and reduce risk of patient injury.

(j) Cooperate in the timely preparation and maintenance of a complete medical record for each patient to whom a Student provides care, on forms or in files provided by Site. The

medical record shall, at all times, remain the property of Site. Student shall comply with applicable legal requirements regarding the confidentiality of medical information and the privacy rights of patients, including the privacy and security regulations promulgated under the federal Health Information Portability and Accountability Act (“**HIPAA**”), and the California Confidentiality of Medical Information Act.

4. ACCESS TO FACILITIES:

Access to the facilities of the Site by Students and Stanford and Foothill faculty shall be allowed only to the extent that access is necessary for the implementation of PCAP.

5. RELATIONSHIP:

(a) Students and Stanford and Foothill faculty, while at Site pursuant to this Agreement shall not be considered employees of Site. Site does not assume any liability under any law relating to workers’ compensation on account of any act of any Student or faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Students and faculty participating in the Program shall not be entitled to any monetary remuneration from Site or Site for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

(b) Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and no Party shall have the right or authority or shall hold itself out to have the right or authority to bind any other Party, nor shall any Party be responsible for the acts or omissions of the other Parties except as provided specifically to the contrary herein.

6. STATUS OF STUDENT:

(a) Student is a guest of Site who, pursuant to this Agreement and state and federal law, may be authorized to participate under supervision in the care of Site patients. It is expressly agreed and understood by the Parties that Student is present at Site to participate in activities and assignments that are of educational value to Student, and that are appropriate to the course and scope of the Program and consistent with the applicable requirements of the Program’s accrediting institution.

(b) Student shall at all times be identified orally by Student, and on a visible nametag worn on an outer garment, as a physician assistant student when communicating with patients or patients’ family members or representatives. The nametag shall state Student’s name and “Physician Assistant Student.”

(c) Student shall, and Physician preceptor shall ensure that Student shall, only provide those medical services Student is competent to perform and which are consistent with Student’s education, training, and experience.

7. STATUS OF SITE:

(a) Site makes no representations or warranties regarding the educational credit Student may earn from the Program by performing the Rotation, or whether the Rotation satisfies state or educational requirements for future licensure of Student.

(b) Student, Stanford and Foothill shall be responsible for assessing whether the Rotation satisfies educational requirements for credit at Stanford or Foothill, and educational and state requirements for licensure.

8. TERMINATION OF STUDENT:

Notwithstanding anything in this Agreement to the contrary, Site may suspend the right of any Student participating under the terms of this Agreement from access to Site if, in the sole judgment and discretion of Site, the conduct or attitude of the Student threatens the health, safety, or welfare of any patient, employee, staff, invitee, or others at the Site or the confidentiality of any information relating to a patient. This action shall be taken by Site only on a temporary basis until after consultation with the Physician Preceptor and representatives of the Program. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Program at the Site is vested in the Site. The procedures referred to in this Paragraph are separate from any procedures of Stanford or Foothill relating to the Student's continued participation in the Program.

9. NOTICE AND COOPERATION IN ACTION AGAINST STUDENT:

(a) Site, Stanford, Foothill and, as appropriate, Physician Preceptor, shall reasonably cooperate with one another in investigating facts which may serve as a basis for taking any disciplinary or academic action against Student; provided, however, that nothing shall require any Party to disclose any peer review documents, records, or communications which are privileged under California Evidence Code § 1157, under the Attorney-Client Privilege, or under Attorney Work-Product Privilege; provided further that the records and proceedings of Site's Medical Staff and peer review committees are confidential and the property of Site, and Stanford and Student shall at all times maintain the confidentiality of such records and proceedings and shall not remove, copy, or maintain copies of such records or proceedings. The records, proceedings, and information of these committees shall not be disclosed to any third Party or used in any investigation or judicial or administrative proceeding unless required by law or authorized in writing by Site. Stanford shall provide Site with prompt notice of any efforts by third Parties to compel it or Student to produce such records or information (e.g., by subpoena or other legal process).

(b) With respect to any patient care provided by Student under this Agreement, the Parties agree to inform each other as follows:

- (i) As soon as possible upon initiation of an investigation of Student related to the Rotation or this Agreement;
- (ii) Within five (5) business days after receipt of service of a complaint, summons, or notice of a claim naming Student for actions, activities, or omissions during the Rotation;

- (iii) Prior to making or accepting a settlement offer in any lawsuit or legal claim related to the Rotation or this Agreement in which Student is named or in which a settlement is being proposed on Student's behalf; and
- (iv) Prior to making a report covering the term of this Agreement to the National Practitioner Data Bank, the Medical Board of California, or the Osteopathic Medical Board of California in which Student is named.

10. INDEMNIFICATION:

(a) Stanford and Foothill shall defend, indemnify and hold Site, its officers, employees and agents harmless from and against 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 respective negligent or intentional acts or omissions of Stanford or Foothill, Stanford's or Foothill's officers, employees, or agents, or Students.

(b) Site shall defend, indemnify and hold Stanford and Foothill, and Stanford's and Foothill's respective officers, employees and agents, harmless from and against 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 Site, its officers, employees, or agents.

11. INSURANCE:

The following insurance requirements shall be maintained throughout the term of this Agreement:

(a) Site and Foothill shall each secure and maintain in full force and effect during the full term of this Agreement liability insurance or by participation in a self- insurance program in amounts of not less than One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) in the aggregate. Insurance policies shall be written by carriers reasonably satisfactory to each Party. On request, a certificate evidencing the insurance requirements of this Paragraph shall be provided.

(b) Additionally, Foothill shall maintain general liability insurance, professional liability (malpractice) insurance, and workers compensation insurance covering the Student while assigned under this Agreement, with limits of coverage with respect to professional liability (malpractice) insurance of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and with respect to general liability of not less than \$1,000,000 combined single limit for bodily injury and property damage. Upon request from Site, Foothill will be required to provide a certificate to confirm such insurance.

12. APPROVAL AND QUALIFICATION:

Only Students who have satisfactorily completed the nonclinical educational portion of the Program, which is prerequisite to clinical experience, shall participate in the clinical portion of the Program at the Site. The number of Students to participate at any one time shall be approved by Site.

13. PROHIBITION AGAINST DISCRIMINATION:

Site, Stanford, and Foothill, shall not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, marital status, national or ethnic origin, age, disability, or in any other manner prohibited by applicable law in carrying out activities governed by this Agreement.

14. DESTRUCTION OF FACILITIES:

In the event that Site's facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities non-tenantable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Site determines that the premises or the facilities shall again be tenantable and Site is able to accept Students again.

15. USE OF NAME AND LOGO:

No Party may use the name, logo or corporate identity of any other Party for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used. The Site understands and agrees that:

- (i) Any use of the Stanford name requires the prior written approval of the Dean of the Stanford School of Medicine or their designee;
- (ii) The use of the Stanford name is subject to termination by Stanford University; and
- (iii) Stanford University has the right to terminate, with or without cause, any right the Site may have to use the Stanford name upon 30 days prior written notice to the Site.

16. TERM AND TERMINATION:

This Agreement shall remain in full force and effect for a period of two (2) years from the Effective Date. The Agreement can be renewed for like terms indefinitely upon agreement by the Parties, and any Party may request review and amendment annually if desired upon thirty (30) days' notice.

Any Party may terminate the Agreement at any time without cause upon thirty (30) days' prior written notice. The provisions of Paragraphs 10 and 11 shall survive any termination of this Agreement.

17. NOTICE:

Any notice required or permitted under this Agreement to any Party shall be deemed sufficiently made and given if personally delivered, sent by overnight delivery service, return receipt requested, or deposited in the United States mail, postage paid, as follows:

UNIVERSITY

Cynthia Ahrendsen, Preceptor Coordinator
Primary Care Associate Program
Stanford University
1215 Welch Road, Modular G
Stanford, CA 94305-5408

SITE

Natividad Medical Center
Contracts Dept.
1441 Constitution Blvd.
Salinas, CA 93906

18. AMENDMENT:

This Agreement may not be amended except in writing signed by the authorized representatives of both Parties.

19. GOVERNING LAWS:

The laws of the State of California shall govern this Agreement.

20. ENTIRE AGREEMENT:

This document constitutes the entirety of the Agreement between the Parties. This Agreement may, at any time by the mutual agreement of the Parties duly executed by authorized representatives of the Parties in writing, be amended, modified, changed or altered.

21. WAIVER:

Waiver by any Party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

22. SEVERABILITY:

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had

never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

23. ASSIGNMENT:

No Party to this Agreement shall assign their rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other Parties.

24. COUNTERPARTS AND AUTHORITY:

This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Facsimile or scanned signatures may be used and shall be deemed original signatures. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

[Signature Page Follows]

This Agreement has been executed by and on behalf of the Parties, in multiple originals, as of the Effective Date:

SITE

**County of Monterey, a political subdivision of
the State of California, d/b/a Natividad
Medical Center
1441 Constitution Blvd.
Salinas, CA 93906**

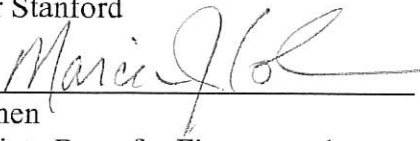
Approved for Site

Signature: _____
Gary Gray, CEO

UNIVERSITY

**Stanford University Primary Care Associate
Program
1215 Welch Road, G
Stanford, CA 9305-5408**

Approved for Stanford

Signature: 
Marcia J. Cohen
Senior Associate Dean for Finance and
Administration

**FOOTHILL/DE ANZA Community College
District
12345 El Monte Road
Los Altos, CA 94022**

Approved for Foothill


Signature: 
Kevin McElroy
Vice Chancellor of Business

EXHIBIT A
STUDENT CONFIDENTIALITY STATEMENT

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Site is confidential and protected by law and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Site.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Site.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include, but are not limited to, medical records, emergency room department and ambulance records, base station reports, reports to government authorities, W and I Code 5150 applications, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Site. Site may terminate the individual's relationship with the Site based upon a single breach of confidentiality by him or her.

The undersigned acknowledges that he or she has received HIPAA training through the Primary Care Associate Program and failure to comply with privacy law, in addition to any actions or sanctions by government entities, third Parties, or Site, could lead to discipline up to and including dismissal from PCAP.

Date: _____

STUDENT

EXHIBIT B
STUDENT'S DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Name of Student)

1. I am over eighteen years of age.
2. I am a student enrolled and in good standing in the Primary Care Associate Program (hereinafter referred to as "**Program**") and am participating in the clinical preceptorship at _____ ("**Site**").
3. I agree to obtain a physical examination within one year prior to entering into the Program at Site and provide proof of measles and rubella immunization within the last four years and a current Quantiferon TB Gold and such other immunizations as may be required by Site. Documentation of such proof will be submitted with my application.
4. I agree to conform to all applicable Site policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of Site and Stanford.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the program and for any and all transportation to, from or while at Site. In particular, I understand and agree that I am responsible for my own medical care needs. I understand that Site will provide access to emergency medical services should I need such care while working at Site. However, I understand and agree that Site shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this Program.
7. I understand that Site requires as a condition for participation in this Program that I, or the Foothill College on my behalf, secure and maintain malpractice insurance in amounts of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Program and for at least three (3) years following the end of my clinical learning experiences in the Program, unless said insurance provides coverage on an occurrence basis. I agree to provide Stanford with a certificate evidencing such insurance.
8. I acknowledge that I intend to receive academic credit for the clinical experience provided at Site and that I will not be considered an employee of Site or Stanford nor shall I receive compensation from either the Site or the Stanford. I further acknowledge that I am neither

eligible for nor entitled to workers' compensation benefits under Site's or Stanford's coverage based upon my participation in this Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.

9. I understand that Site may suspend my right to participate in the Program if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Site or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Site only on a temporary basis until after consultation with Stanford and Physician Preceptor. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Site is vested in Site.
10. I agree to comply with all laws, regulations, and policies with respect to my clinical experience at Site, including laws, regulations, and policies and understand that my obligations under this provision may extend indefinitely (for example, I may not disclose protected health information, even at a later date). I will not discriminate against any person because of race, color, religion, sex, marital status, national origin, age, physical handicap, or medical condition as provided by law and policy.
11. I further understand that Site has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are highly confidential and enormous harm can result, including legal penalties, if they are not treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
13. In consideration of the educational opportunity afforded to me by Site, I, with respect to my activities while a student at Site, hereby waive any claim for damages against Site, its employees, and/or agents alleged to have resulted from any acts or omissions of Site, its employees, and/or agents.

I have read this agreement, I understand and agree to the terms.

Dated: _____

Program Participant

Name _____