UNIVERSITY OF CALIFORNIA

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SANTA BARBARA · SANTA CRUZ

OFFICE OF RISK SERVICES— ASSOCIATE VICE PRESIENT & CHIEF RISK OFFICER

OFFICE OF THE PRESIDENT 1111 Franklin Avenue. 10th Floor Oakland, California 94607-5200

January 3, 2017

Subject:

Agreement of Indemnification and Insurance Requirements for

CSU Students Receiving Practical Training at UC Facilities

This letter sets forth the understanding reached between The Regents of the University of California ("UC") and the Board of Trustees of the California State University ("CSU") regarding indemnification and insurance requirements for CSU students receiving practical training in UC facilities. Attached to this letter is a list of the disciplines that will be covered by this agreement.

UC and CSU enter into affiliations agreements to create a mechanism by which CSU campuses send students to UC facilities (hereafter "Agreements"). As this practice continues, all agreements, regardless of the UC or CSU campus involved, will contain a standard section relating to "Indemnification and Insurance" which will provide as follows:

The parties' respective indemnification and insurance rights and obligations will be governed by the terms of the July 01, 2015 agreement between the parties.

The following clause should be included in all UC agreements involving practical training: "The parties' respective indemnification and insurance rights and obligations will be governed by the terms of the attached July 01, 2015 Agreement of Indemnification and Insurance Requirements for CSU Students Receiving Practical Training at UC Facilities."

UC and CSU hereby agree that the following indemnification provisions will govern future Agreements:

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY shall defend, indemnify, and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, 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 negligent or intentional acts or omissions of THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, its officers, employees or agents.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, 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 negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees or agents.

UC and CSU hereby agree that the following insurance provisions will govern future Agreements:

UC and CSU shall maintain the following programs of self-insurance:

General Liability Self-Insurance with minimum limits of (1) one million dollars (\$1,000,000) each occurrence; (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and, (3) to the extent there is a program aggregate, three million dollars (\$3,000,000) General Aggregate.

Each party represents that the other party qualifies as an additional covered party under their respective General Liability Self-Insurance programs identified above, subject to the terms and conditions of the programs.

Workers' Compensation coverage in a form and amount covering each party's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

CSU at its sole cost and expense shall maintain Medical Professional Liability Insurance and Educator's Errors and Omissions Liability Insurance with minimum limits of two million dollars (\$2,000,000) per occurrence and ten million dollars (\$10,000,000) in the aggregate. CSU represents that the Board of Trustees of the California State University and the Regents of the University of California and their respective trustees, officers, employees, agents and volunteers are insureds under this policy while acting in the course and scope of supervising CSU students. If the aggregate limits of the insurance coverage provided in this paragraph are exhausted, then CSU agrees to reimburse UC for defense costs paid by UC that would have been covered under the exhausted insurance coverage. The percentage amount of such reimbursement will be up to 50% based on the share that would have been covered under the exhausted insurance coverage, up to a maximum of one million dollars (\$1,000,000).

UC at its sole cost and expense shall maintain Professional Medical and Hospital Liability Self-Insurance and insurance programs covering UC's professional liabilities.

Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

Either party will be able to terminate this letter agreement upon 90 days' notice prior to commencement of each applicable academic term. This letter agreement will not apply to any Agreement entered into before the date of termination if the effective date of the Agreement is after the date of termination. As a result, any Agreement entered into before termination and with an effective date post termination will require the applicable party to amend the Agreement to include any necessary and relevant provisions regarding indemnity and insurance.

Cheryl A. Lloyd

AVP & Chief Risk Officer – Office of Risk Services

Cheryl am Lu

Office of the President

University of California

Zachary Gifford

Director - Systemwide Risk Management

10300

Office of the Chancellor

California State University

Attachment - CSU Student Professional Liability Insurance Program

CSU Student Professional Liability Insurance Program

Nursing and Allied Health Professions Covered:

Art Therapist
Athletic Trainer Audiologist
Blood Bank Technician
Bio-Medical Technician
Cardiographic Technician
Cardiology Technician
Case Manager

Certified Laboratory Technician Certified Medical Assistant Certified Occupational Therapy

Assistant

Chiropractic Assistant
Circulation Technician
Clinical Laboratory Technician

Community Health Assistant Community Health Technician

Counseling:

Alcohol/Drug Counselor
Bodywork Counselor
Career Counselor
Clinical Counselor/LPCC
Clinear Professional

(Licensed Professional Clinical Counselor) Counselor Educator Forensic Counselor Genetic Counselor

Licensed Professional Counselor

Life Coach Counselor
Marriage/Family Counselor
Mental Health Counselor
Pastoral Counselor
Psychological Counselor
Rehabilitation Counselor

School Counselor Corrective Therapist Dance Therapist Dental Hygienist

Diagnostic Medical Sonographer

Dialysis Technician

Dietitian

EEG (Electroencephalogram)

Technician

EKG (Electrocardiogram)

Technician

Electrologist EMT-Paramedic

EMT-Basic/Intermediate EMT-

Volunteer

Enterostomal Therapist Exercise Physiologist Health Educator Histologic Technician

Hospital Pharmacy Technician Kinesiologist/Kinesiotherapist

Laboratory Aide Massage Therapist Medical Assistant

Medical Laboratory Technician Medical Records Administrator

Medical Records Technician

Medical Technician

Medical Technician Assistant Mental Retardation Worker

Music Therapist

Nuclear Medical Technician

Nursing:

Case Manager

Geriatric Nursing Assistant Nurses Aide - Facility Setting Nurses Aide - In-home Setting Nursing Assistant - Facility

Setting

Nursing Assistant - In-home

Setting

Home Health Aide

LPN/LVN

Registered Nurse Nurse - Anesthetists Nurse - Midwives

Nurse Practitioner:

Geriatric/Adult/Family Planning-GYN

Psychiatric

Pediatric/Neonatal/Family Practice/Acute Care OB-GYN/Acute Critical Care

OB-GYN Nutritionist Occupational Therapist

Occupational Therapist Assistant
Optometry Assistant/Technician

Orthopedic Assistant

Pedorthist Perfusionist Personal Trainer Pharmacist

Pharmacist Technician Physical Therapist

Physical Therapist Assistant

Physician Assistant
Podiatric Assistant
Psychologist
Radiation Therapist
Radiological Technician
Recreation Therapist

Recreation Therapist Rehabilitation Assistant Rehabilitation Therapist Respiratory Care Practitioner Respiratory Care Provider Respiratory Therapist

Respiratory Therapist Technician

Social Worker

Speech Hearing Therapist
Speech Language Pathologist
Sports Medicine Instructor
Sports Medicine Therapist
Surgical Technician
Vascular Technologists

X-Ray Machine Operator