

# UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF RISK SERVICES  
ASSOCIATE VICE PRESIDENT & CHIEF RISK OFFICER

OFFICE OF THE PRESIDENT  
1111 Franklin Avenue, 10<sup>th</sup> 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  
Office of the President  
University of California



Zachary Gifford  
Director – Systemwide Risk Management  
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	Electrologist	Occupational Therapist
Athletic Trainer Audiologist	EMT- Paramedic	Occupational Therapist Assistant
Blood Bank Technician	EMT- Basic/Intermediate EMT- Volunteer	Optometry Assistant/Technician
Bio-Medical Technician	Enterostomal Therapist	Orthopedic Assistant
Cardiographic Technician	Exercise Physiologist	Pedorthist
Cardiology Technician	Health Educator	Perfusionist
Case Manager	Histologic Technician	Personal Trainer
Certified Laboratory Technician	Hospital Pharmacy Technician	Pharmacist
Certified Medical Assistant	Kinesiologist/Kinesiotherapist	Pharmacist Technician
Certified Occupational Therapy Assistant	Laboratory Aide	Physical Therapist
Chiropractic Assistant	Massage Therapist	Physical Therapist Assistant
Circulation Technician	Medical Assistant	Physician Assistant
Clinical Laboratory Technician	Medical Laboratory Technician	Podiatric Assistant
Community Health Assistant	Medical Records Administrator	Psychologist
Community Health Technician	Medical Records Technician	Radiation Therapist
Counseling:	Medical Technician	Radiological Technician
Alcohol/Drug Counselor	Medical Technician Assistant	Recreation Therapist
Bodywork Counselor	Mental Retardation Worker	Rehabilitation Assistant
Career Counselor	Music Therapist	Rehabilitation Therapist
Clinical Counselor/LPCC (Licensed Professional Clinical Counselor)	Nuclear Medical Technician	Respiratory Care Practitioner
Counselor Educator	Nursing:	Respiratory Care Provider
Forensic Counselor	Case Manager	Respiratory Therapist
Genetic Counselor	Geriatric Nursing Assistant	Respiratory Therapist Technician
Licensed Professional Counselor	Nurses Aide - Facility Setting	Social Worker
Life Coach Counselor	Nurses Aide - In-home Setting	Speech Hearing Therapist
Marriage/Family Counselor	Nursing Assistant - Facility Setting	Speech Language Pathologist
Mental Health Counselor	Nursing Assistant - In-home Setting	Sports Medicine Instructor
Pastoral Counselor	Home Health Aide	Sports Medicine Therapist
Psychological Counselor	LPN/LVN	Surgical Technician
Rehabilitation Counselor	Registered Nurse	Vascular Technologists
School Counselor	Nurse - Anesthetists	X-Ray Machine Operator
Corrective Therapist	Nurse – Midwives	
Dance Therapist	Nurse Practitioner:	
Dental Hygienist	Geriatric/Adult/Family Planning-GYN	
Diagnostic Medical Sonographer	Psychiatric	
Dialysis Technician	Pediatric/Neonatal/Family Practice/Acute Care	
Dietitian	OB-GYN/Acute Critical Care	
EEG (Electroencephalogram) Technician	OB-GYN	
EKG (Electrocardiogram) Technician	Nutritionist	