UNIVERSITY OF CALIFORNIA

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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.
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> 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
- 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 (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
- 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