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 insured 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  
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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
Biomedical 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 Counselor)
  Counseling 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