

TO: BOARD OF TRUSTEES
FROM: SUPERINTENDENT
COMMUNICATION NO. 1-2010/11-AA
Prepared by the Office of Academic Affairs
for Presentation to the Board of Trustees
July 12, 2010

SUBJECT: AFFILIATION AGREEMENT BETWEEN CATHOLIC HEALTHCARE WEST AND ANTELOPE VALLEY COMMUNITY COLLEGE

A. BACKGROUND

Catholic Healthcare West (CHW) and Antelope Valley College have an existing affiliation agreement that was approved in September 2006. The agreement has been extended annually by amendments to the original agreement. This is the fourth extension to the agreement. The new terms require the college to state that the college has checked the Office of Inspector General List of Excluded Providers and the General Services Administration list of parties excluded from participation in federal healthcare programs prior to placing students in a CHW agency. The fourth amendment extends the contract from July 1, 2010 to August 31, 2011, and amends the list of facilities that are covered by the agreement.

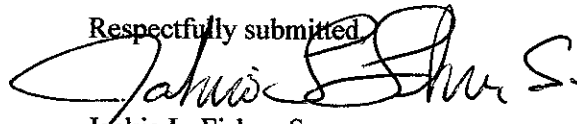
B. BUDGET IMPLICATIONS

There is no impact to the District's budget.

C. RECOMMENDATIONS

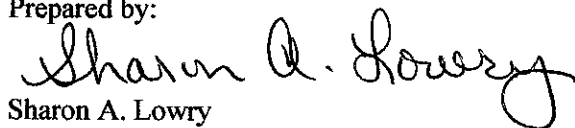
It is recommended that the Board of Trustees approve the agreement with Catholic Healthcare West.

Respectfully submitted,



Jackie L. Fisher, Sr.
Superintendent/President

Prepared by:



Sharon A. Lowry
Vice President of Academic Affairs

Office of Academic Affairs

Communication No. 2-2010/11-AA

July 12, 2010

AFFILIATION AGREEMENT BETWEEN CATHOLIC HEALTHCARE WEST AND ANTELOPE VALLEY COMMUNITY COLLEGE

FOURTH AMENDMENT TO
EDUCATION AFFILIATION AGREEMENT

THIS FOURTH AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("Fourth Amendment") is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation on behalf of certain of its facilities, Bakersfield Memorial Hospital, a California nonprofit public benefit corporation (individually "Hospital" and collectively "Hospitals"), and Antelope Valley Community College District ("Entity"), amending that certain Education Affiliation Agreement entered into by the parties and dated effective September 1, 2006 (the "Agreement").

RECITALS

WHEREAS, Hospitals and Entity desire to amend the Agreement to provide for certain changes in their obligations thereunder and to enter into this Fourth Amendment in order to document those mutually agreed upon changes.

FOURTH AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby amend Section 3.15 of the Agreement to read as follows:

"Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that Entity, and no Student or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement."

2. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

“Term. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective July 1, 2010 (“Renewal Effective Date”) through August 31, 2011, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties.”

3. The parties hereby amend Attachment A of the Agreement, by replacing with Attachment A, attached hereto and incorporated herein by this reference.

4. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Fourth Amendment, the Agreement shall remain in full force and effect.

5. This Fourth Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FOURTH AMENDMENT TO EDUCATION AFFILIATION
AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be
executed at Pasadena, California to be effective as of the Renewal Effective Date.

Hospitals: Catholic Healthcare West, a California nonprofit
public benefit corporation

By: _____

Its: Vice President, Financial Operations

Date: _____, 2010

Bakersfield Memorial Hospital, a California
nonprofit public benefit corporation

By: _____

Its: Catholic Healthcare West, Vice President,
Financial Operations

Date: _____, 2010

Entity: Antelope Valley Community College District

By: _____

Its: _____

Date: _____, 2010

ATTACHMENT A

Hospitals

- Catholic Healthcare West doing business as California Hospital Medical Center
- Catholic Healthcare West doing business as Glendale Memorial Hospital and Health Center
- Catholic Healthcare West doing business as Northridge Hospital Medical Center
- Catholic Healthcare West doing business as St. Bernardine Medical Center
- Catholic Healthcare West doing business as Arroyo Grande Community Hospital
- Catholic Healthcare West doing business as French Hospital Medical Center
- Catholic Healthcare West doing business as Marian Medical Center
- Catholic Healthcare West doing business as Mercy Hospital
- Catholic Healthcare West doing business as Mercy Southwest Hospital
- Bakersfield Memorial Hospital