

SERVICE LEARNING AGREEMENT

THIS AGREEMENT, dated _____, made by and between (print clearly) _____, (“STUDENT”), and **KAISER FOUNDATION HOSPITALS, HAWAII REGION**, a division of Kaiser Foundation Hospitals, a California nonprofit, public benefit and charitable corporation, and **KAISER FOUNDATION HEALTH PLAN, INC., HAWAII REGION**, a California nonprofit, public benefit and charitable corporation, (collectively, “KAISER PERMANENTE”), arises because KAISER PERMANENTE operates facilities in its Hawaii Region where service learning experiences can be furnished and STUDENT would like to participate. Therefore it is agreed:

1. RESPONSIBILITIES OF STUDENT

a. STUDENT shall coordinate with KAISER PERMANENTE’S Volunteer Service Department (“Volunteer Services”) for health clearance requirements, which include but are not limited to: tuberculosis clearance, Rubella (German Measles), Rubeola (Measles), and Varicella (Chicken Pox). All required information must be provided to KAISER PERMANENTE prior to STUDENT’s arrival at the KAISER PERMANENTE facility.

b. If required, STUDENT shall provide his or her learning objectives and its evaluation forms and guidelines for the service learning program to KAISER PERMANENTE.

c. Volunteer Services shall ensure that STUDENT completes KAISER PERMANENTE’s orientation requirements, to include signing all required KAISER PERMANENTE orientation forms and completing all applicable compliance training, prior to participating in the program at KAISER PERMANENTE.

d. STUDENT shall comply with applicable policies of KAISER PERMANENTE as may be in effect from time to time; observe and conform to all laws, rules and regulations, customs and ethics relating to School’s operations; and comply with all state and federal statutes, rules, regulations and policies, to include but not be limited to compliance with anti-kickback statute, 42 U.S.C. 1320a-7b(b) and the STARK Law, 42 U.S.C. 1395nn, and all others governing healthcare programs.

- In addition, SCHOOL agrees to comply with the provisions of Executive Order 13201 (also known as the “Beck Notice”), as applicable, concerning the obligations of federal contractors and subcontractors to provide notice to employees about the use of union dues as set forth in 29 CFR part 470.
- STUDENT who does not adhere to the policies of Kaiser Permanente or who fail to satisfactorily perform their volunteer duties are subject to dismissal.
- STUDENT is expected to be prompt in reporting for his/her assignments on the day(s) and hours which they have been assigned. STUDENT shall notify his/her supervisor/designee prior to their scheduled starting time if they are unable to be present, and STUDENT is aware that two unexplained absences will be grounds for termination from the program. STUDENT shall notify his/her supervisor and the Volunteer Services Program two weeks prior to their end date.
- STUDENT will abide by the rules of the organization regarding safety, confidentiality, infection control and conduct.

e. Not employ or contract with directly or indirectly, any individual or entity who is identified as “ineligible”, as defined by the Department of Health and Human Services (HHS) Office of Inspector General (OIG), or who has opted out of Medicare for the provision of healthcare services, utilization review, medical social work or administrative services with respect to members. “Ineligible” is defined by the OIG as an individual or entity who is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. STUDENT must notify KAISER PERMANENTE immediately if it discovers an “ineligible” individual who is involved in one of its service learning programs at KAISER PERMANENTE.

2. RESPONSIBILITIES OF KAISER PERMANENTE

a. KAISER PERMANENTE shall accept STUDENT in a service learning program and shall permit STUDENT participating in the program access to KAISER PERMANENTE facilities appropriate for the program.

b. Provide STUDENT with KAISER PERMANENTE’s orientation materials.

c. KAISER PERMANENTE may request STUDENT to withdraw from the service learning program if STUDENT, in KAISER PERMANENTE’s judgment, is not performing satisfactorily, or who refuses to follow KAISER PERMANENTE’s administrative and policies, procedures, rules and regulations, including those involving behavior, dress and hygiene. Possible grounds for dismissal may include, but are not limited to: misconduct, insubordination, not adhering to the proper dress code, being under the influence of alcohol or drugs, theft of property or misuse of equipment or materials, abuse or mistreatment of patients, staff or other volunteers, and failure to abide by any of Kaiser Permanente policies and procedures.

d. KAISER PERMANENTE shall, on any day when STUDENT is participating in service learning at its facilities, provide STUDENT necessary emergency medical care for accidents occurring in its facilities. Except as herein provided, KAISER PERMANENTE shall have no obligation to furnish medical or surgical care to any student.

3. JOINT RESPONSIBILITIES

a. The period of time for STUDENT’s service learning experience shall be agreed upon by KAISER PERMANENTE and STUDENT before the beginning of the service learning program.

b. If necessary, STUDENT and KAISER PERMANENTE may formalize by letter operational details of the service learning program, including a mutually agreeable schedule of the times STUDENT IS expected to be in KAISER PERMANENTE facilities.

4. FINANCIAL ARRANGEMENT

a. STUDENT is not currently an employee of KAISER PERMANENTE. STUDENT understands that his/her services to KAISER PERMANENTE are entirely voluntary, and that he/she has not been promised or do they expect compensation from KAISER PERMANENTE for their services. These services are for charitable or humanitarian objectives as well as for their personal purpose.

b. STUDENT is not economically dependent on KAISER PERMANENTE for food, shelter, clothing or pharmacy supplement benefits/services.

c. This Agreement does not provide for any payment or exchange of money or financial obligations.

5. STATUS OF AGENCY AND KAISER PERMANENTE

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between and among STUDENT and KAISER PERMANENTE, but is rather an agreement between and among independent contractors, those being STUDENT and KAISER PERMANENTE.

6. STATUS OF STUDENT

It is expressly agreed and understood by STUDENT and KAISER PERMANENTE that the STUDENT in this program is in attendance at KAISER PERMANENTE solely for educational and learning purposes, and are not employees of KAISER PERMANENTE for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.

7. ACCESS TO BOOKS AND RECORDS

a. STUDENT shall cooperate with KAISER PERMANENTE's internal auditors or any independent quality review and improvement organization or other external review organization, which is retained by KAISER PERMANENTE as part of its quality assessment and improvement program. When applicable, STUDENT agrees to make available information and records directly relating to its performance under this Agreement for review and audit by KAISER PERMANENTE's internal auditors, The Joint Commission (TJC), the National Committee for Quality Assurance (NCQA), the Centers for Medicare and Medicaid Services (CMS) or other accreditation or certification organizations during their audit reviews of KAISER PERMANENTE. STUDENT shall ensure that all information provided to KAISER PERMANENTE or accreditation or certification organizations is reliable and complete.

b. KAISER PERMANENTE will protect the confidentiality of information it receives from STUDENT to the extent required under State of Hawaii and federal law.

8. AFFIRMATIVE ACTION AND NONDISCRIMINATION

The parties agree that the STUDENT participating in service learning pursuant to this Agreement shall be selected without discrimination on account of race, sex, sexual orientation, color, religion, national origin, age, physical or mental disability, or veteran status. The parties further agree that the nondiscrimination and affirmative action clauses contained in Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, sexual orientation, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations are incorporated herein.

9. NOTICES

All notices required by this Agreement shall be sent to the following addresses:

a. **For STUDENT:** _____

b. *For KAISER PERMANENTE:* Volunteer Services Department
Kaiser Permanente
3288 Moanalua Road
Honolulu, Hawaii 96819

10. TERM AND TERMINATION OF AGREEMENT

a. **I agree to make a commitment to volunteer as follows: (check the box that applies)**

- Non-Summer Student: at least one 4-hour shift per week for minimum 4 months
 Summer Student: at least two 4-hour shifts per week for the full summer program
 Other: _____

b. **This Agreement shall be in full force and effective as of _____, and shall continue in effect for an initial two (2) year period** unless otherwise amended or terminated in the manner noted below. After the initial term, this Agreement shall automatically renew for successive two (2) year periods, unless terminated by either or both parties as provided hereunder.

c. This Agreement may be terminated (1) at any time by mutual agreement of the parties or (2) with or without cause, at the end of the then in effect two (2) year period upon at least sixty (60) days written notice delivered prior to the end of such two (2) year period by either party to the other at the address hereinafter set forth.

d. This Agreement may be reviewed, on an annual basis, upon the prior written request of either party.

e. STUDENT further understands and agrees that Kaiser Permanente may discontinue his/her service at any time, with or without cause, and without prior notice.

11. ENTIRE AGREEMENT OF THE PARTIES

This Agreement contains the entire agreement of the parties. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

12. NON-EXCLUSIVE AGREEMENT

This Agreement between KAISER PERMANENTE and STUDENT is non-exclusive, and KAISER PERMANENTE reserves the right to contract with other STUDENTS to arrange the same or similar programs as covered by this Agreement.

13. SEVERABILITY

Neither KAISER PERMANENTE nor STUDENT shall be obligated by any provision contained in this Agreement, if such provision is found to be in violation of any state or federal laws. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions hereof will continue in full force and effect.

14. NON-WAIVER

A failure of either party to exercise any rights provided for herein shall not be deemed a waiver of any right hereunder.

15. ASSIGNMENT AND AMENDMENT

Neither party may assign nor amend this Agreement without the written consent of the other party, except for a change of address provided by one party to the other. Notwithstanding any other provision of the Agreement, if KAISER PERMANENTE reasonably determines that a modification of this Agreement is necessary to cause it to be in conformity with State of Hawaii or federal law, or the requirements of an accrediting or regulatory agency, or in order for KAISER PERMANENTE to participate in government-funded health plan products, then KAISER PERMANENTE shall give STUDENT written notice of the proposed modification, and the date on which it is to go into effect, which shall not be less than thirty (30) calendar days following the date of the notice, and the modification shall go into effect on that date. If STUDENT has any objections concerning the proposed modification, STUDENT shall notify KAISER PERMANENTE within the 30-day notice period.

16. GOVERNING LAW

This Agreement will be governed by, and construed in accordance with Hawaii law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**KAISER FOUNDATION HOSPITALS, HAWAII REGION /
KAISER FOUNDATION HEALTH PLAN, INC., HAWAII REGION**

By: _____ Date _____
William F Haug or Designee
Hospital Administrator

STUDENT

By: _____ Date _____
Signature

PARENTAL PERMISSION TO SERVE AS A VOLUNTEER (for volunteers who have not yet reached their eighteenth birthday)

I hereby give permission for my daughter/son to become a member of the Student/Intern Volunteer Program at Kaiser Permanente. I understand that my daughter/son will be undertaking these duties as a volunteer only and that the hours she/he chooses are permissible.

Parent's or Guardian's Name:

_____ Signature _____ Date _____
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