

STANDARD EDUCATIONAL ENTITY CLINICAL AFFILIATION AGREEMENT

This Standard Educational Entity Clinical Affiliation Agreement (the "Agreement") is made and entered into this _____ day of _____, 200__ by and between the Coast Community College District, a public educational form agency ("District"), located at 1370 Adams Avenue, Costa Mesa, California, and _____ **SCHOOL DISTRICT** ("School District"), located at _____.

WHEREAS, District and School District desire to contribute to community health education;

WHEREAS, District operates _____ ("College") and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement ("the Program");

WHEREAS District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, School District operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the School District in order that students may participate in a clinical experience rotation at the School District; and

WHEREAS, District and School District desire to enter into this Agreement to memorialize their respective rights, duties and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

"District" shall refer to the Coast Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successor and assigns;

"College" shall refer to _____, and each of its instructors, employees, agents, representatives and assigns;

"School District" shall refer to _____ **Unified School District**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in Attachment 1 to this Agreement; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. **Clinical Experience Rotation.** School District agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and in compliance with the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to School District on or before student placement. School District shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. Application Procedure; Acceptance. College agrees to provide School District with a list of the name(s) of students who will be participating in a rotation.

5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.

6. Academic Year. The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Rotation Schedule. The rotation schedule shall be determined by College and School District and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. College shall provide an orientation for assigned students participating in each rotation.

9. Compliance With School District Rules. School District shall make available all applicable governing instruments, policies and procedures, rules and regulations of School District to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical experience rotation that is the subject of this Agreement, School District shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of School Districts' Students Records. Students and faculty understand and agree that School District's student files are confidential. District and School District each has been advised of and is aware of the federal Health Insurance Portability and

Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of School District’s student records. District and School District each understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the “Regulations”). Neither party shall use or further disclose any protected health information of the School District’s student or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Clinical Advisor (School District). School District agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of College student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual College students and shall arrange formal orientation to the facility for the College’s faculty and students.

13. Supervision of Students. The supervision and direction of College students while on site at School District shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on School District student care shall be provided by participating College students at School District, except in accordance with all applicable laws, School District and Medical Staff rules, regulations, policies and procedures. District recognizes the School District students’ rights to refuse care provided by a College student at School District.

14. Removal of College Students. School District retains the right to exclude any College student at any time from any clinical area. Any College student who is asked to leave by School District shall do so promptly and without protest. School District shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any applicable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. School District Student Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct School District student care or operations at School District. School District shall maintain sole responsibility and accountability for School District student care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

16. College Student Evaluation. In the case of direct supervision of the College’s students by the Clinical Instructor (College), he/she shall be responsible for College’s student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (School District), School District may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each College student during the rotation. College shall keep records on the progress and evaluation of each

student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.

17. Ongoing Communication/Evaluation. College has the privilege of regularly scheduled meetings with School District staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide their students with all educational materials required during the clinical program.

19. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between School District, its agents and employees, and College, its agents, employees and their students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any School District's student or from any other source fees for services provided to School District's students by said College student. The only exception shall be when School District and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

20. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of School District, nor shall any College student be entitled to any right, compensation or benefits normally afforded to employees of School District, including but not limited to, Social Security, unemployment and workers' compensation insurance.

21. Insurance Carried By District. District shall assure coverage of professional liability insurance coverage for each College student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof, District shall provide workers' compensation coverage with the statutory requirements of California law for College students participating in the rotation. These coverages are in effect while the College student is on-site at School District and while under the direction of the District.

22. Insurance Carried By School District. School District shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. School District shall deliver certificate(s) of insurance under School District's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request District shall be provided a copy of said policy.

School District shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at School District, except for District's students and College faculty in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. School District shall provide District with thirty (30) days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

School District shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

23. College Student Health Records. Any College student participating in a rotation shall, at the request of School District provide a current statement from his or her physician that the College student is in good health and capable of participating in the rotation. School District, upon request, may require that any College student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the College student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the College student. Any College student participating in a rotation shall provide verification of annual T. B. screening, immune status for rubeola, rubella, and chicken pox, Hepatitis B (or signed waiver for Hepatitis B).

24. College Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a College student during performance of his/her training during a rotation, the College student shall be treated by School District as appropriate.

25. Confidentiality Of College Student Records. School District shall keep confidential and shall not disclose to any person or entity (i) College student applications; (ii) College student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any College student participating in the ROTATION, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical facilities shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of College student records as defined herein.

26. College Student Background Check. All College students are required to have completed and submitted a pre-clinical background check including social security number and address verification, a minimum of three county criminal history, seven years history of a sex offender database search and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The results of the background checks will be provided to the School District upon request. Participating students will have California Department of Justice fingerprint clearance on file with the College.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable School District to offer the rotation to College's students participating in the Program. If requested by School District, College will provide School District with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. Indemnification by District. District agrees to indemnify, defend, and hold harmless School District and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of District, for any costs and expenses incurred by School District on account of any claims therefore except where such indemnification is prohibited by law.

29. Indemnification by School District. School District agrees to indemnify and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of School District, including any acts, errors, or omissions of any officers, employees, instructors, or agents of School District, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

32. Effective Date Termination. This Agreement shall become effective on _____, and shall remain in effect until _____, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

33. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.

To School District:

_____ Unified School District

To Orange Coast College:

President
Orange Coast College
2701 Fairview Rd PO Box 5005
Costa Mesa CA 92628-5005

With a copy to:
Vice Chancellor
Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

34. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both parties.

School District

By: _____

Typed Name: _____

Title: _____

Date: _____

Orange Coast College

By: _____

Dean

Coast Community College District

By: _____

President, Board of Trustees

Date: _____

COAST COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION AGREEMENT

For The

Nursing Program - Golden West College and Allied Health Programs – Orange Coast College

This Student Participation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a clinical experience rotation (“Clinical Rotation”) at a clinical facility (“Clinical Facility”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of the Clinical Coordinator.

2. Background Check. Students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three-county felony criminal history, seven-year history of a state sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District, and must be completed prior to beginning the first Clinical Rotation. Student understands that the result of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District’s written “Background Check Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the express or prior written consent of the patient and/or healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 45 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the “Regulations”). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the “Protected Health Information”), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to

review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by Student instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade, and expulsion from District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board"), and each of its trustees, instructors, employees, agents, and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises such as the Clinical Rotation and the Clinical Facility. For the purpose of this release, "liability" means all claims, demands, losses, causes of action, suits, or judgments of any kind that Student or Student's heirs, executors, administrators, or assigns may have against District, and any of its trustees, employees, agents, or representatives, or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death, or because of any loss of or damage to property that occurs to Student or Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, such as the Clinical Rotation and the Clinical Facility. that result from any cause, including but not limited to District's or its trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud or willful misconduct.

Student's Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood pathogens, illness, personal injuries, and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment; Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a. Students entering the clinical phase of their education shall read and familiarize Student with all the rules, regulations, and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b. Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be

completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola, and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by District or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c. Any Student participating in a Rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d. All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Students CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e. In programs which require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f. Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft soled shoes are required. A facility ID badge provided by Clinical Facility will be provided that must be worn at all times at Clinical Facility site. The ID badge shall be returned to Hoag Hospital at conclusion of Student's clinical experience. See Student's program director or clinical coordinator for specific requirements for Student's program.

g. Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h. Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Agreement including the background check requirement in Section 2, the release requirements in Section 5, and the assumption of risk provisions in Section 6. Student has read and agrees to abide by and comply with all terms of this Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade, and possible expulsion from District and any of its colleges.

Dated: _____

Student

Student ID Number