

**COAST COMMUNITY COLLEGE DISTRICT**  
**STANDARD CLINICAL AFFILIATION AGREEMENT**

This Standard Clinical Affiliation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a California public educational entity (“District”), located at 1370 Adams Avenue, Costa Mesa, California, and \_\_\_\_\_ (“Clinical Facility”), located at \_\_\_\_\_. District and Clinical Facility are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District and Clinical Facility 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, Clinical Facility 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 Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility 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 Program.

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

**TERMS**

1. **Clinical Experience Rotation.** Clinical Facility 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 Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Blood-borne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood-borne 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 blood-borne 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 Clinical Facility with a list of the name(s) of students who will be participating in a Rotation. Each Student shall be required to read and sign a Student Participation Agreement (Attached hereto).

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 Clinical Facility 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. Clinical Facility and College shall provide an orientation for assigned students participating in each Rotation.

9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a Rotation, and student shall comply with these rules. (See Attached Student Participation Agreement.)

In providing the students with the clinical experience Rotation that is the subject of this Agreement, Clinical Facility 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 Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential. District and Clinical Facility 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 patient records. District and Clinical Facility 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 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.
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 (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of 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 students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the Rotation. Except as otherwise provided under applicable policies, procedures, rules, regulations or law, removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient 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 patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between

the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical Rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any 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 Clinical Facility 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 students with all educational materials required during the clinical program.

19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours.

20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, the College, its staff members, or its representatives, shall not attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student. The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

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

22. Insurance Carried By District. District shall assure coverage of professional liability insurance coverage for each student participating in the Rotation of not less than one million dollars per occurrence and three million dollars 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 students participating in the Rotation. These coverages are in effect while the student is on-site at Clinical Facility and while under the direction of the District.

23. Insurance Carried By Clinical Facility. Clinical Facility 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 per occurrence and three million dollars in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver

certificate(s) of insurance under Clinical Facility'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.

Clinical Facility shall carry professional liability insurance for itself and each of its employees, partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty in the amount of at least one million dollars per occurrence and three million dollars in the aggregate. Clinical Facility shall provide District with thirty days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

24. Student Health Records. Any student participating in a Rotation shall, at the request of Clinical Facility provide a current statement from his or her physician that the student is in good health and capable of participating in the Rotation. Clinical Facility, upon request, 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 the student. Any student participating in a Rotation shall provide verification of annual T. B. screening, immune status for rubeola, rubella, chicken pox, and Hepatitis B (or signed waiver for Hepatitis B).

25. 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 student during performance of his/her clinical training during a Rotation, the student shall be treated by Clinical Facility as appropriate.

26. Confidentiality Of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student applications; (ii) 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. Section 1232(g), concerning any 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 student records as defined herein.

27. Student Background Check. The Coast Community College District and its Campuses have adopted the JCAHO (Joint Commission on Accreditation of Healthcare Organizations) requirements for background/drug screen checks for students, consistent with clinical training site requirements for their accreditation processes. Additional information about JCAHO requirements may be found at [www.jcaho.org](http://www.jcaho.org). All students are required to complete and submit pre-clinical background/drug screen checks before patient care or clinical work commences. The background check will include County Criminal Records (Past 7 Years), Residency History Search, Social Security Alert, Nationwide Healthcare Fraud & Abuse Registry (OIG/GSA), and Nationwide Sexual Offender Registry. The drug screening will include THC, cocaine, opiates, PCP, amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone. The results of the background/drug checks will be provided to the clinical sites by the Program Coordinator.

28. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the Rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility 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.

29. Indemnification by District. District agrees to indemnify, defend, and hold harmless Clinical Facility 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 trustees, employees, instructors, or agents of District, for any costs and expenses incurred by Clinical Facility on account of any claims therefore except where such indemnification is prohibited by law.

30. Indemnification by Clinical Facility. Clinical Facility 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 Clinical Facility, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Clinical Facility, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

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

32. 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.

33. 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 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.

34. 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 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 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 Clinical Facility:**

**To College:**

President

**With a copy to:**

Vice Chancellor  
Administrative Services  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, California 92626

35. 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.

**Clinical Facility**

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**College**

By: \_\_\_\_\_

**Coast Community College District**

By: \_\_\_\_\_

**President, Board of Trustees**

Date: \_\_\_\_\_

## **STUDENT PARTICIPATION AGREEMENT**

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

This Student Participation 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”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby fully 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 Clinical Coordinator.

2. Student Background Check. The Coast Community College District and its Campuses have adopted the JCAHO (Joint Commission on Accreditation of Healthcare Organizations) requirements for background/drug screen checks for students, consistent with clinical training site requirements for their accreditation processes. Additional information about JCAHO requirements may be found at [www.jcaho.org](http://www.jcaho.org). All students are required to complete and submit pre-clinical background/drug screen checks. The background check will include County Criminal Records (Past 7 Years), Residency History Search, Social Security Alert, Nationwide Healthcare Fraud & Abuse Registry (OIG/GSA), and Nationwide Sexual Offender Registry. The drug screening will include THC, cocaine, opiates, PCP, amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone.

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 results of background checks will be provided to the clinical sites by the Program Coordinator before patient care or clinical work commences. The procedures for such background/drug screen checks are set forth in the District’s written “Background/Drug Screen Checks 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 prior written consent of the patient and 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 42 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’s instructor. Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College 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 their 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. 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, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and 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 to 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, that result from any cause, including but not limited to District’s, Board’s, College’s, or their trustees’, employees’, agents’, or representatives’ own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

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 borne 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 themselves with all the rules, regulations and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b) Clinical Rotations 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 College 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 clinical 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 Student's 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 that 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 nametag will be provided that must be worn at all times at Clinical Facility site. 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 random 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. Student Acknowledgement of Terms. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 5, and the Assumption of Risk requirement in paragraph 6. Student has read and agrees to abide by and comply with all terms of this Student Participation Agreement. Student understands that failure to abide by and comply with any term herein may subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

Dated: \_\_\_\_\_

\_\_\_\_\_

Student

\_\_\_\_\_

Student ID Number