This Allied Health Clinical Affiliation Agreement ("Agreement") is made on this [INSERT DAY] day of [INSERT MONTH], 2014 ("Effective Date") by and between Santa Clarita Community College District, a California community college district and political subdivision of the State of California, hereinafter referred to as "DISTRICT" and [INSERT NAME OF CONTRACTOR], hereinafter referred to as "FACILITY." DISTRICT and FACILITY are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, DISTRICT has approved healthcare education programs which require clinical experience; and

WHEREAS, FACILITY has the facilities for providing this clinical experience which may include [Nursing, Phlebotomy, Speech Language Pathologist Assistant ("SLPA"), Emergency Medical Technician I, and Medical Laboratory Technician] activities; and

WHEREAS, it is essential for Students in healthcare education programs at DISTRICT to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to FACILITY to contribute to the education of a future supply of healthcare professionals;

NOW, THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

I. GENERAL RESPONSIBILITIES OF DISTRICT.

A. Designation Of Students And Instructors. DISTRICT shall designate students from those enrolled in [the Nursing Program for Registered Nurses ("RN"), Licensed Vocational Nursing ("LVN"), Certified Nursing Assistant ("CNA"), Phlebotomy, Speech Language Pathologist Assistant ("SLPA"), Medical Laboratory Technician ("MLT"), Emergency Medical Technician ("EMT") and/or other Allied Health Programs] and individuals serving as preceptors as part of such Allied Health Programs ("Students") for assignment to FACILITY for clinical experience. DISTRICT shall designate DISTRICT faculty members and preceptors ("Instructor") to coordinate the Students’ clinical experience at the FACILITY.

B. Background Clearances. DISTRICT shall require of those enrolled in the Allied Health Programs, completion of "Statement of Background Clearance" prior to participation in Allied Health Program at the FACILITY, if such clearance is a FACILITY prerequisite for placement at the FACILITY.

DISTRICT shall notify Students of the requirement to have conducted a criminal background check to include, as a minimum, a state and county criminal history investigation and a state sex offender search where the Student resides and where FACILITY is located and the requirement for the Students to authorize the release of the results of such investigation to the FACILITY. The FACILITY shall inform the DISTRICT whether the Students are cleared for placement with the FACILITY. Students denied clearance by the FACILITY may request a written decision from the FACILITY and shall have an opportunity to respond in accordance with the FACILITY’s internal review process. Students initially denied placement by the FACILITY, but who later obtain clearance through the FACILITY’s review process, shall have the FACILITY document such approval and submit such documentation to the DISTRICT and the Students.
C. **Medical Clearances.** DISTRICT shall notify Students and Instructors of the FACILITY’s requirement to have an annual medical examination, health clearance, and immunization for measles; mumps; rubella; Flu; varicella and titer to demonstrate immunity; Hepatitis B or documentation of declination of Hepatitis vaccination; and negative tuberculin skin test within the past twelve (12) months (if positive PPD then normal chest x-ray is required). Students who have not had a PPD skin test within the last twelve (12) months must undergo a two (2) step PPD test. Students must provide evidence of Td (Tetanus diphtheria) booster within the last ten (10) years. Students must sign a school waiver if they do not wish to receive specific Hepatitis B, or the annual Flu vaccine.

D. **Safety Training.** DISTRICT shall provide evidence of Students’ training in infection control procedures, blood borne pathogen exposure control (per Occupational Safety and Health Administration regulations), and Material Safety Data Sheet (“MSDS”) and hazardous substances procedures prior to the Students beginning their clinical assignments. FACILITY will supply DISTRICT with a list of hazardous substances in pertinent departments and how to access MSDS references.

E. **CPR Certification.** DISTRICT shall require current Cardiac Pulmonary Resuscitation (“CPR”) certification and a Current Fire Card of each Student prior to beginning the clinical rotation. Evidence of CPR certification and a current Fire Card for all Students will be provided to FACILITY prior to the Students beginning their rotation.

F. **Uniforms and Identification.** DISTRICT shall require Students to wear the uniform requirements of the designated Allied Health program, and the FACILITY, if any. All Students and Instructors shall be required to wear a photo ID nametag stating their name and institution and designating them as a Student or Instructor.

G. **Supervision At Facility.** DISTRICT shall provide adequate, on-site supervision of Students per program requirements and as defined in the regulations specific to the designated Allied Health Program while training is in effect unless other arrangements are specifically agreed upon by FACILITY and DISTRICT.

H. **Program Administration.**

1. DISTRICT shall provide secretarial service for attendance and academic records, and the preparation of official reports for local, state and other supervisory groups.

2. DISTRICT shall prepare the necessary schedules, directives and memoranda relating particularly to the healthcare education program for the clinical divisions at FACILITY operating within the healthcare program.

3. DISTRICT shall, prior to the start of each school semester, furnish FACILITY Education Director, or designated representative, the following information:
   a. A schedule of dates on which clinical instruction will be given at FACILITY.
   b. A list indicating the total number and names of Students who will be assigned to FACILITY for clinical experience during that semester. DISTRICT shall notify FACILITY, in advance, of any changes in assignment of Students for clinical experience made during the semester.

4. DISTRICT shall provide for the development, organization and implementation of curriculum for clinical instruction given at FACILITY. DISTRICT will provide the Education Director of FACILITY with the following:
   a. Current clinical goals and objectives for each rotation of students.
   b. Evidence that validation of Instructors’ approvals by [INSERT NAME OF APPLICABLE LICENSING BOARD] or other agencies and California licenses are on file and current at DISTRICT, unless other faculty arrangements are made with FACILITY (e.g., FACILITY employees act as instructors for program).

5. DISTRICT shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all Students whose
presence causes a danger to persons or property or threatens to disrupt the instructional process.

I. Facility Policies And Procedures. DISTRICT shall direct Students and Instructors to comply with the policies and procedures of the FACILITY.

J. Protection Of Health Information. DISTRICT shall direct Students and Instructors regarding confidentiality of patient information and governing use and disclosure of individually identifiable health information under federal law, specifically, 45 C.F.R. parts 160 and 164 (pertaining to the “Health Insurance Portability and Accountability Act”). Solely for the purpose of defining the Students’ role in relation to the use and disclosure of FACILITY’s protected health information, the Students and Instructors are defined as members of the FACILITY’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the FACILITY.

II. GENERAL RESPONSIBILITIES OF FACILITY.

A. Access To Clinical Facilities. FACILITY shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for Students designated by DISTRICT.

B. Acceptance Of Students. FACILITY shall accept Students designated by DISTRICT for clinical experience assignments. Instructors to be provided by DISTRICT unless other arrangements are made with FACILITY.

C. Orientation.

1. FACILITY shall provide DISTRICT with copies of appropriate policies and procedures, as FACILITY deems appropriate.

2. FACILITY shall instruct all Instructors and Students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at FACILITY. FACILITY shall provide DISTRICT’s Students and Instructors with an orientation to the FACILITY’s facilities, which will include instruction about the Health Insurance Portability and Accountability Act of 1996.

3. FACILITY agrees to make their inservice programs open to Students as appropriate.

4. FACILITY shall provide an individual qualified to provide instructional guidance who shall coordinate the training programs, the arrangement for classrooms, the use of visual aids and Student orientation to the organization, including workplace safety issues and other information specific to the training program at the FACILITY.

D. Qualified Healthcare Personnel. FACILITY shall provide qualified healthcare personnel in each area where Students are receiving clinical experience.

E. Classroom. FACILITY shall provide suitable classroom facilities for the clinical Instructor when available.

F. Medical Resources. FACILITY shall provide access to resource areas and medical records for use by Students as appropriate and as mutually defined by FACILITY and DISTRICT.

G. Patient Responsibility.

1. FACILITY recognizes that DISTRICT is responsible for the learning experiences of the Students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the Student in the position of the observer with subsequent clarification to follow between the healthcare Instructor and FACILITY.

2. FACILITY shall at all times retain the authority and responsibility for patient care and related duties when Students are providing care within a patient care unit/department.
H. Removal From Assignment Or Program.

1. FACILITY may at any time summarily relieve Students from a specific assignment, or request that Students leave a patient care area for causes related to the quality of patient care or conduct of the Students while present at the FACILITY.

2. The FACILITY may require that Students be withdrawn from participation in the clinical experience provided that the FACILITY first consults with the DISTRICT and provides a report to the DISTRICT and Student of the reasons for the withdrawal, which reasons shall not be those prohibited under Article IV. Non-Discrimination.

I. Emergency Medical Care. FACILITY shall provide, at the Students’ cost, emergency medical treatment for those Students who are injured or exposed to air or blood borne pathogens while at FACILITY. An incident report shall be prepared by the FACILITY in accordance with Section J, below.

J. Incident Report. In the event that a Student or Instructor is involved in an incident at the FACILITY involving the health or safety of any individual at the FACILITY, the FACILITY agrees to prepare a written incident report and provide a copy of such incident report to the DISTRICT, as well as to the involved Student and Instructor. In the event that an investigation of an incident involving a Student or Instructor is conducted by the FACILITY, the DISTRICT shall be provided with a copy of the results of the investigation.

K. Licenses And Permits. FACILITY shall maintain all approvals, licenses and permits required by the State of California, county or any local governmental agency, necessary to provide the clinical experiences provided herein.

III. DISTRICT AND FACILITY FURTHER AGREE.

A. Rules Of Facility. Designated Students and Instructors shall be subject to the rules and regulations of DISTRICT and FACILITY.

B. Schedule. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by DISTRICT and FACILITY.

C. Student Health Insurance. Individual health insurance coverage is a responsibility and at the discretion of the Students.

D. No Student Payment.

1. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience, with the exception of Students who may have received a scholarship.

2. FACILITY may not furnish any uniform or transportation for the Students.

E. Healthcare Standards. The standards of the healthcare programs shall be maintained by DISTRICT and FACILITY at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

F. Drug Or Alcohol Abuse. It is understood by both FACILITY and DISTRICT that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the Instructor have authority to take appropriate corrective action in the clinical area concerning Student conduct and performance in this regard.

G. Privacy Of Student Records. The Parties acknowledge that Student educational and medical records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that Student permission must be obtained before releasing Student records. The DISTRICT agrees to provide guidance to FACILITY with respect to complying with FERPA and associated state laws.

IV. NON-DISCRIMINATION.

A. DISTRICT and FACILITY shall not discriminate on the basis of race, color, religion, national origin, ancestry,
sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status in its acceptance, assignment, treatment, evaluation or compensation of Students who participate in programs sponsored or arranged by DISTRICT.

B. Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the American with Disabilities Act, 42 U.S.C. § 12132 (collectively the “Acts”) the Parties recognize their obligation to disabled Students who can meet the essential eligibility requirements of the clinical program with or without reasonable accommodation. While the Acts do not require the clinical program to substantially modify or lower its standards to accommodate disabled Students, the issue of reasonable accommodation depends on the individual circumstances of each Student, and this determination requires a fact-specific, individualized analysis of the disabled individual’s circumstances and the accommodations that might allow him or her to meet the program’s standards. The Parties agree to participate in the accommodation process as required by law.

V. TERM OF AGREEMENT.

A. This Agreement shall commence on the Effective Date and shall continue for five (5) years, unless earlier terminated in accordance with Section VI, Termination of Agreement.

VI. TERMINATION OF AGREEMENT.

A. Termination Without Cause. Either Party may terminate this Agreement without cause by giving the other Party one full semester advance written notice. The Students then enrolled in the program at FACILITY shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either Party may terminate this Agreement at any time for cause upon delivery of a written notice to the other Party if the other Party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other Party stating the specific default.

VII. INSURANCE.

A. DISTRICT agrees to carry Workers’ Compensation Insurance on DISTRICT employees working at FACILITY during clinical assignments and to maintain such records as are required for audit purposes by the insuring agency. Workers' Compensation Insurance will be adequate to protect DISTRICT and FACILITY from claims under Workers’ Compensation Acts.

B. DISTRICT shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and DISTRICT shall furnish to FACILITY certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause:

1. Workers’ Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

3. Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for its Instructors and Students per occurrence and Three Million Dollars ($3,000,000) in aggregate to protect DISTRICT and FACILITY from claims arising through the performance of this Agreement.

C. FACILITY will provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities that are imposed by law or assumed under written contract, with limits of at least One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) in aggregate.

FACILITY will, upon request, provide DISTRICT with evidence of the foregoing coverage.

VIII. INDEMNIFICATION.
A. **Indemnification By District.** DISTRICT agrees to indemnify, defend and hold harmless FACILITY and each of its parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against DISTRICT, FACILITY or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by DISTRICT, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of FACILITY.

B. **Indemnification By Facility.** FACILITY agrees to indemnify, defend and hold harmless DISTRICT, the District’s Board of Trustees, College of the Canyons Foundation and each of their parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against FACILITY, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by FACILITY, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of DISTRICT.

IX. **INDEPENDENT CONTRACTORS.**

A. The Parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the DISTRICT, FACILITY, and/or Students, but rather as an agreement by and between independent contractors. FACILITY shall not assume any liability under any employment law based on Students performing services, receiving education, or traveling pursuant to this Agreement. The Students are volunteers at the FACILITY and are not employees of either Party during their clinical experience. In accordance with applicable law, the FACILITY shall provide workers’ compensation coverage for Students while Students are volunteering at the FACILITY’s Facilities.

X. **DISPUTE RESOLUTION.**

A. In the event of any dispute arising under the terms of this Agreement, the FACILITY and DISTRICT shall meet and confer within seventy-two (72) hours of the request of any Party with the objective of negotiating in good faith to resolve such dispute. If within seven (7) calendar days of this meeting, or such longer period as may be mutually agreed upon by the Parties, the dispute cannot be resolved by the Parties’ mutual satisfaction, the Parties shall mutually select a mediator to facilitate the resolution of the dispute through mediation. The mediator shall conduct the proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided that each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

XI. **GENERAL TERMS AND CONDITIONS.**

A. **Assignment.** Neither Party shall assign its rights or obligations under this Agreement without prior written consent of the other Party.

B. **Amendment.** This Agreement may not be amended except by written Agreement signed by both Parties.

C. **Successors And Assigns.** This Agreement shall be binding upon and be to the benefit of the Parties and their respective successors and permitted assigns.

D. **Non-Assumption Of Liabilities.** Neither Party shall be liable for the prior, existing or future obligations, liabilities or debts of the other Party.

E. **Impossibility Of Performance.** Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party’s performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a
F. **Waiver.** The waiver or failure of either Party to enforce the terms of this Agreement shall not constitute a waiver of the Party's rights under this Agreement with respect to any other violation.

G. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

H. **Governing Law And Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California with venue in the County of Los Angeles.

I. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

J. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either Party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To FACILITY:  [INSERT CONTRACTOR'S NAME]  
[IF BUSINESS INSERT CONTRACT PERSON'S NAME]  
[INSERT ADDRESS]  
[INSERT CITY, STATE, ZIP]  
[INSERT PHONE NUMBER]  
[INSERT EMAIL ADDRESS]

To DISTRICT:  Santa Clarita Community College District  
Attn: Assistant Superintendent/VP Business Services  
26455 North Rockwell Canyon Road  
Santa Clarita, CA 91355  
Phone: (661) 362-3476  
Fax: (661) 362-5480

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

K. **Approval by District’s Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District’s Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties hereto, the day and year shown below.

[SIGNATURE PAGE FOLLOWS]
<table>
<thead>
<tr>
<th>District Initiating Department</th>
<th>Allied Health</th>
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<tbody>
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<td>Cindy Dorroh</td>
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