

CLINICAL AFFILIATION AGREEMENT

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, FULLERTON**, hereinafter called the ("University") and , hereinafter called the ("Affiliate"). The Parties may be referred to collectively as the "Parties" and singularly as a "Party".

- A. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at Affiliate for the purpose of providing clinical training for students in such classes.
- B.
- C. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Programs at Affiliate.
- D. The Parties will both benefit by making a Program available to University students at Affiliate.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the Parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY'S RESPONSIBILITIES

- A. Academic Responsibility. University shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.
- B. Schedule of Assignments. University shall notify Affiliate's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Orientation Program. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Affiliate.
- D. Records. University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.

E. Discipline. University shall be responsible for counseling, controlling and disciplining students.

F. Health Clearance. University shall inform students of the students' need to comply with Affiliate's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, University shall inform students of the students' need to comply with Affiliate's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

G. Student Responsibilities. University shall notify students in the Program that they are responsible for:

- 1) Complying with Affiliate's clinical and administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
- 2) Arranging for their own transportation and living arrangements if not provided by University;
- 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
- 4) Maintaining the confidentiality of patient information:
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Affiliate that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - c) Affiliate shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Affiliate's dress code and wearing name badges identifying themselves as students;
- 6) Attending an orientation to be provided by their University instructors;
- 7) Notifying Affiliate immediately of any possible violation of state or federal laws by any student; and
- 8) Providing services to Affiliate's patients only under the direct supervision of University faculty and/or Affiliate's professional staff.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, Workers' Compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of University and shall receive no compensation or benefits of any kind for their participation in the Program, either from University or Affiliate.

I. Background Checks. If required by Affiliate, ensure that students complete any background check required by Affiliate and submit such results to Affiliate for review and approval.

III. AFFILIATE'S RESPONSIBILITIES

A. Clinical Experience. Affiliate shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with clinical experience during the agreed upon dates and times (for pre-licensure students, University faculty will be supervising the students).

B. Implementation of Programs. Affiliate agrees to cooperate with and assist in the planning and implementation of the Programs at Affiliate for the benefit of students from University.

C. Orientation Program for University Instructors. Affiliate shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.C and II.G.6 above.

D. Access to Facilities. Affiliate shall permit students enrolled in the Program access to Affiliate facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Affiliate's activities.

E. Records and Evaluations. University shall maintain complete records and reports on each student's performance and Affiliate staff shall provide input on student performance to University as requested (Only faculty can evaluate student performance for grading; Affiliate staff provide input on student performance at the prelicensure level).

F. Withdrawal of Students. Affiliate may request that University withdraw from the program any student who Affiliate determines is not performing satisfactorily, refuses to follow Affiliate's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Affiliate's request. University shall comply with the written request within five (5) business days after actually receiving it.

G. Emergency Health Care/First Aid. Affiliate shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by Affiliate shall be billed to the student at Affiliate's normal billing rate for private-pay patients. Except as provided in this paragraph, Affiliate shall have no obligation to furnish medical or surgical care to any student.

H. Student Supervision. In the absence of University faculty, Affiliate shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Affiliate's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or Affiliate-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Affiliate's staff.

I. Affiliate's Confidentiality Policies. As trainees, students shall be considered members of Affiliate's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Affiliate's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Affiliate shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status.

V. STATUS OF UNIVERSITY AND AFFILIATE

The Parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Affiliate or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or Workers' Compensation insurance. Students are, however, considered members of Affiliate's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

A. University Insurance. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

B. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a “claims-made” basis for claims which are both made against the Insured during the policy period and reported to the carrier as soon as practicable, but not later than three (3) years after the policy period for claims arising from professional services which are rendered or incidents which occurred during the policy period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU.

Coverage includes General, Professional, & Educator’s Errors and Omissions Liability. Coverage limits are two million (\$2,000,000) each loss and four million (\$4,000,000) aggregate for all covered parties, and not per student. A Party to whom University is obligated by written agreement to provide such coverage is included as an additional insured.

C. Affiliate Insurance. Affiliate shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees, officers, agents, and volunteers. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. Affiliate shall also maintain and provide evidence of workers’ compensation and disability coverage for its employees as required by law. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

D. Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s) and to include naming each Party as additional insured.

VII. INDEMNIFICATION.

A. University agrees to defend all claims of loss, indemnify and hold harmless Affiliate and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of University or its employees, officers, or volunteers in the performance of this Agreement.

B. Affiliate agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of Affiliate or its employees, agents or volunteers in the performance of this Agreement.

VIII. TERM AND TERMINATION

A.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the Parties.

B. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Electronic Signatures. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

H. Notices. Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:

TO AFFILIATE:

California State University, Fullerton
 Contracts & Procurement
 2600 Nutwood Ave., Suite 300
 Fullerton, CA 92831

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made. This Agreement will not be considered binding until the University's Contracts and Procurement department and Affiliate have both signed below.

CALIFORNIA STATE UNIVERSITY,
 FULLERON SCHOOL OF NURSING

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CALIFORNIA STATE UNIVERSITY
 FULLERTON, CONTRACTS AND PROCURMENT

By: _____

Name: _____

Title: _____

Date: _____