

CLINICAL AFFILIATION AGREEMENT

This Agreement is made this 4th day of May, by and between the State of California acting through the Trustees of the California State University on behalf of California State University Los Angeles, hereinafter called the ("University") and William S. Hart Union High School District, hereinafter called the ("Facility"). 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 Facility for the purpose of providing clinical training for students in such classes.
- B. Facility provides a learning environment where students may complete their academic fieldwork studies for required coursework.
- C. University operates fully accredited health sciences programs offering Graduate/ Undergraduate degrees in Audiology, Child & Family Studies, Communication Disorders (Speech-Language Pathology), Kinesiology, Nutritional Science, Nursing, Social Work, and Doctor of Audiology. In addition to Certificate Programs in Clinical Laboratory Scientist and Clinical Genetic Molecular Biologist Scientist, ("Program" or "Programs").
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at Facility.

The parties will both benefit by making a clinical training program available to University students at Facility.

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. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Facility a student profile on a form to be agreed by the parties, which shall include the student's name, address, email address and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Facility shall regard this

information as confidential and shall use the information only to identify each student.

- B. Schedule of Assignments. University shall notify Facility's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience. This would occur following the agreed upon assignments after the interview process is completed.
- C. Program Coordinator. University shall designate a faculty member to coordinate with Facility's designee in planning the Program to be provided to students.
- D. Orientation Program. University instructors shall attend an orientation provided by Facility, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- E. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- F. Background Checks. If required by Facility, ensure that students complete any background check required by Facility and submit such results to Facility for review and approval.
- G. Student Responsibilities. University shall notify students in the Program that they are responsible for:
 - 1) Complying with Facility's clinical and administrative policies, procedures, rules and regulations;
 - 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 Facility that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;

c) Facility 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 Facility's dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their University instructors;

7) Notifying Facility immediately of any violation of state or federal laws by any student; and

8) Providing services to Facility's patients only under the direct supervision of Facility'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 the University and shall receive no compensation for their participation in the Program, either from University or Clinic. CSULA/CPP/CLS/ CGMBS Students may accept a stipend, if offered, which is not considered a salary. For purposes of this agreement, however, students are trainees and shall be considered members of Clinic's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

III. FACILITY'S RESPONSIBILITIES

- A. Clinical Experience. Facility shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.
- B. Facility Designee. Facility shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. Orientation Program for University Instructors. Facility 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.D and II.F.6) above.

- D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Facility's activities.
- E. Records and Evaluations. Facility shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- F. Withdrawal of Students. Facility may request that University withdraw from the program any student who Facility determines is not performing satisfactorily, refuses to follow Facility'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 Facility's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. Emergency Health Care/First Aid. Facility 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. Except as provided in this paragraph, Facility shall have no obligation to furnish medical or surgical care to any student.
- H. Student Supervision. Facility shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Facility's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Facility-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Facility's staff.
- I. Facility's Confidentiality Policies. As trainees, students shall be considered members of Facility's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Facility's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Facility 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 race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND FACILITY

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 Facility 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 Facility's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

- A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. 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 shall be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Facility with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days-notice of cancellation to Facility. University shall promptly notify Facility of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Student Insurance: University shall inform each student in the Program that they shall procure at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional 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. University shall require each student in the Program to present evidence of his or her professional liability coverage to Facility, upon request. University shall also require malpractice insurance to be purchased by student.
- C. Facility Insurance. Facility 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. 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. Facility shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Facility shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days-notice of cancellation to University. Facility shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION.

- A. The University agrees to defend all claims of loss, indemnify and hold harmless the Facility 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 the University or its employees, officers, or volunteers in the performance of this Agreement.
- B. The Facility 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 Los Angeles 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 the Facility or its employees, agents or volunteers in the performance of this Agreement

VIII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective May 4, 2020 and shall remain in effect for (3) three years, terminating on May 4, 2023.
- B. Renewal. This Agreement may be renewed by mutual agreement.
- C. Termination. This Agreement may be terminated at any time by the 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 or year 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 II, Paragraph H, to the extent it provides that students are members of Facility's "workforce" for purposes of HIPAA; 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. 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:

California State University, Los Angeles
Procurement and Contracts
5151 State University Drive, Adm. 501
Los Angeles, CA 90032

TO AFFILIATE:

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

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.

UNIVERSITY

Signature: _____

Name: _____

Title: Procurement, Contracts,
and Support Services

Date: _____

AFFILIATE

Signature: _____

Name: _____

Title: _____

Date: _____