

**AGREEMENT FOR CLINICAL PROGRAMS IN HEALTH SCIENCE**

This **AGREEMENT FOR CLINICAL PROGRAMS IN HEALTH SCIENCE** (“**AGREEMENT**”), dated **September 8, 2008**, is entered into, by and among the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (“**DISTRICT**”) and **Anaheim Union High School District** (“**AGENCY**”).

**WITNESSETH:**

**WHEREAS, DISTRICT** offers health service programs and maintains classes in such programs at hospitals for the purpose of providing hospital training for students in such classes; and

**WHEREAS, DISTRICT** operates a curriculum at its Cypress College Campus for Health Science Programs and such curriculum includes a clinical training program (“**Program**”); and

**WHEREAS,** the said curriculum complies with all applicable laws and regulations; and

**WHEREAS,** the **AGENCY** operates clinical facilities which are suitable for the Program; and

**WHEREAS,** all parties will benefit if students of the Program use the clinical facilities of the **AGENCY** which are located at **Hope School, 7901 Knott Avenue, Buena Park, CA 90620** (the “**Clinical Facilities**”) during their participation in the Program.

**NOW, THEREFORE,** the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**I. OBLIGATIONS OF THE DISTRICT**

**THE DISTRICT SHALL:**

- A. Develop and assume full responsibility for the Program curriculum.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the Clinical Facilities in such numbers as are mutually agreed upon by the **AGENCY** and the **DISTRICT**.
- C. Supervise all students and their clinical training at the Clinical Facilities and provide the necessary instructors for the Program.
- D. Maintain all attendance and academic records of students participating in the Program.
- E. Certify to the **AGENCY** at the time each student first reports to the Clinical Facilities that the student complies with the **AGENCY**’s requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT,

- tuberculin skin test and chest x-ray if determined appropriate by the **AGENCY**.
- F. Require every student to conform to all applicable **AGENCY** procedures and regulations and to all additional requirements and restrictions agreed upon by representatives of the **DISTRICT** and the **AGENCY**.
  - G. Require the **DISTRICT** Program administrator and instructors to meet with the **AGENCY**'s designated representatives at the Clinical Facilities in order to reach mutual agreement prior to commencement of each Program session on the following matters:
    - 1. Student schedules
    - 2. Placement of students in clinical assignments
    - 3. Attendance at any conference, course or program which might be conducted or sponsored by the **AGENCY**
  - H. Provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program.
  - I. Ensure that its instructors and students in the Program maintain the confidentiality of any and all patient and other information received in the course of the Program and do not discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of a patient's treatment plan or the Program.
  - J. Report to the **AGENCY** before commencement of each Program session following information about each student:
    - 1. Name, telephone number, and
    - 2. Any other "directory information" as such term is defined in Education Code Section 76210 which may be reasonably requested by the **AGENCY**.
  - K. Require its Program administrator and instructors to attend any mutually agreed upon orientation program presented for them by the **AGENCY**.
  - L. Provide Program students with orientation information about the Clinical Facilities in accord with any orientation presented by the **AGENCY** to Program instructors.

## II. OBLIGATIONS OF THE AGENCY

### THE AGENCY SHALL:

- A. Permit access for the Program instructors and those students designated by the **DISTRICT** pursuant to paragraph I.B. above to the Clinical Facilities as necessary to participate in the Program so long as such access does not unreasonably interfere with the regular activities of the Clinical Facilities.
- B. Maintain the Clinical Facilities so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.
- C. Provide a mutually acceptable amount of storage space for the **DISTRICT'S** instructional materials and classroom or conference room space at the Clinical Facilities for use in the Program.
- D. Designate a member of the Clinical Facilities staff to participate with the Program administrator or designee to plan, implement and coordinate the Program. The name of the designated person(s) shall be given to the Cypress College Program administrator prior to commencement of each Program session.
- E. Permit designated personnel at the Clinical Facilities to participate in the Program to enhance the students' education so long as such participation does not interfere with the personnel's regular service commitments.
- F. Have the right to request that the **DISTRICT** withdraw from the clinical Facilities any student who the **AGENCY** and **DISTRICT** determine is not performing satisfactorily or is not complying with the **AGENCY'S** policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the **AGENCY** requests that the student be withdrawn. The **DISTRICT** shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat to patients' safety or fails to meet **AGENCY** standards for health, safety, cooperation or ethical behavior, the **AGENCY** may immediately exclude the student from the clinical areas of the **AGENCY** until final resolution of the matter with the **DISTRICT**.
- G. Provide necessary emergency health care or first aid required by an accident occurring at the Clinical Facilities for a student participating in the Program at the Clinical Facilities. Except as herein provided, the **AGENCY** shall have no

obligation to furnish medical or surgical care to any student.

- H. Arrange an orientation to the Clinical Facilities for the Program administrator and instructors.
- I. Retain ultimate professional and administrative accountability for all patient care.
- J. Shall not decrease their customary number of staff as a result of the assignment of Program students to the Clinical Facilities.

### III. INSURANCE

- A. **DISTRICT** shall maintain general and professional liability insurance or self insurance providing commercial general liability insurance to cover **DISTRICT** employees and students while using Clinical Facilities with limits of liability not less than \$1 million (\$1,000,000) per occurrence and professional liability insurance for such employees and students with limits of liability not less than \$1 million (\$1,000,000) per occurrence. The **DISTRICT** shall provide the **AGENCY** with a certificate of insurance and original endorsement naming the **AGENCY** as additional insured with regard to the general liability insurance prior to the commencement of the program.

The insurance afforded by this policy/self-insured program shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice delivered by U.S. mail, return receipt requested, at the official business address of the **AGENCY** as shown in this document.

- B. **AGENCY** shall maintain general and professional liability insurance or self insurance providing commercial general liability insurance to cover **AGENCY** employees while using Clinical Facilities with limits of liability not less than \$1 million (\$1,000,000) per occurrence and professional liability insurance for such employees with limits of liability not less than \$1 million (\$1,000,000) per occurrence. The **AGENCY** shall provide the **DISTRICT** with a certificate of insurance and original endorsement naming the **DISTRICT** as additional insured with regard to the general liability insurance prior to the commencement of the program.

The insurance afforded by this policy/self-insured program shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice delivered by U.S. mail, return receipt requested, at the official business address of the **DISTRICT** as shown in this document.

- C. Both the **DISTRICT** and the **AGENCY** agree to carry workers' compensation insurance to protect their own respective employees at a limit determined by the Labor Code of the State of California and Employers' Liability insurance in the amount of \$1 million (\$1,000,000) or the current limit of each, whichever is greater.

#### IV. INDEMNIFICATION

- A. Both the **AGENCY** and the **DISTRICT** agree to hold harmless, defend and indemnify the other party, and the officers, employees, Boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this agreement or the activities of either party's Boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, volunteers, or agents.
- B. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

#### V. AFFIRMATIVE ACTION AND NONDISCRIMINATION

**DISTRICT** recognizes that the **AGENCY**, as a federal government contractor, is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to the **DISTRICT**. The **DISTRICT**, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following:

- A. The nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals

without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

- B. The utilization of small and minority business concerns clauses contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

The **DISTRICT** agrees to comply with and be bound by each of the applicable clauses referred to in this Section V and recognizes that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

## **VI. STATUS OF DISTRICT, THEIR PERSONNEL, AND THE AGENCY**

The parties expressly understand and agree that:

- A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between **DISTRICT** and the **AGENCY** and their employees, students or agents, but rather is an agreement by and among two independent contractors.
- B. **DISTRICT** instructors and students are present at the Clinical Facilities only for educational purposes, and such instructors and students are not to be considered employees or agents of the **AGENCY** under the terms of this agreement for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, worker's compensation insurance, or any other fringe benefits of employment. Neither the **DISTRICT** nor any of its students, instructors, employees or agents shall receive as consideration for this Agreement, any compensation from the **AGENCY**. This provision shall not preclude students from participating in work study programs otherwise authorized by law where the services performed by the students are independent of the terms of this Agreement.

**VII. PUBLICITY**

Neither **DISTRICT** nor the **AGENCY** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify another party or its facilities with respect to the Program without the prior written consent of the other party.

**VIII. TERM, TERMINATION AND AMENDMENT**

- A. This Agreement shall be effective as of the date signed, and shall continue in effect for two years, automatically renewing for two year periods thereafter. However, the Agreement may be terminated, with or without cause by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. However, any such termination by the **AGENCY** shall not be effective, at the election of the **DISTRICT**, as to any student who at the date of mailing of said notice by the **AGENCY** was participating in the Program until such student has completed the Program for the current academic semester.
- B. Any written notice given under this Paragraph VIII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s) as the case may be:

COLLEGE DISTRICT

Vice Chancellor, Finance & Facilities  
North Orange County Community  
College District  
1830 W. Romneya Drive  
Anaheim, CA 92801-1819

AGENCY

Frederick Navarro, Ed.D.  
Assistant Superintendent, Education  
Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92801

- C. This Agreement may not be modified except by a writing signed by all the parties.

**IX. COMPLIANCE WITH IMMIGRATION LAWS**

**DISTRICT** hereby certifies to other **AGENCY** that the **DISTRICT** shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder.

**X. ASSIGNMENT**

Neither party shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other.

**XI. RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the **DISTRICT** or the **AGENCY**. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**XII. ENTIRE AGREEMENT**

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**XIII. JURISDICTION**

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State.

**XIV. EXECUTION**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.



**XV. SEVERABILITY**

The provisions of this agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**The remainder of this page is intentionally left blank.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

DISTRICT: NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ADDRESS: 1830 W. Romneya Drive, Anaheim, CA 92801-1819

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: Vice Chancellor, Finance & Facilities

DATE: \_\_\_\_\_

AGENCY: ANAHEIM UNION HIGH SCHOOL DISTRICT

ADDRESS: 501 Crescent Way, Anaheim, CA 92801

BY: \_\_\_\_\_

PRINT NAME: Frederick Navarro, Ed.D.

TITLE: Assistant Superintendent, Education Division

DATE: September 12, 2008