# CLINICAL AFFILIATION AGREEMENT

Between

**Palo Verde Community College District**
One College Drive
Blythe, California 92225
Phone: (760) 921-5500

And

**Desert Urgent Care**
74990 Country Club Drive, Suite 310
Palm Desert, CA 92260

This **AGREEMENT** is made this 1st day of March 2013, between ***Desert Urgent Care*** (hereinafter "the Clinical Facility") and Palo Verde Community College District of Riverside County, California (hereinafter "the College"). The College and the Clinical Facility shall be collectively referred to herein as the "Parties," and individually as a "Party."

**WHEREAS**, the College is an educational institution with an approved program in ***Vocational Nursing and Phlebotomy***, (hereinafter "the Program") which requires clinical experiences of students enrolled therein; and

**WHEREAS**, the Clinical Facility is a ***health care facility/hospital/clinic/service*** which has the resources in equipment and staff to provide the clinical experiences required by the ***Phlebotomy and Vocational Nursing,*** Programs of the College; and

**WHEREAS,** it is to the benefit of the College that the resources of the Clinical Facility be made available to its students for the required clinical experiences; and

**WHEREAS,** it is to the benefit of both the College and the Clinical Facility to cooperate in the educational preparation of students enrolled in the Program so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

**NOW THEREFORE,** in consideration of the promises herein contained and other good and valuable consideration the parties agree as follows:

1. Purpose

   The purpose of this AGREEMENT is to establish procedures and guidelines for the provision of clinical experiences within the Clinical Facility for students of the Program.

2. The College's Responsibilities

   The College agrees to:

a. Present students for clinical experiences who have adequate preclinical instruction and who have adequately fulfilled the preclinical requirements of the curriculum, as determined by the faculty of the College;

b. Present for supervision of the students at the Clinical Facility only instructors who possess the licenses necessary for service in the clinical facility;

During the effective dates of this Agreement, the College, or individual students, shall maintain in effect a policy or policies of insurance issued by one or more insurance companies and/or a memorandum or memoranda of coverage issued by a joint powers authority providing the coverages identified below:

(1) Liability to a third party for bodily injury, sickness, or disease and for physical injury to tangible property and/or for loss of use of tangible property not physically injured that is neither expected nor intended from the standpoint of the insured or of the covered party. The policy limit or limit of liability for such coverage shall be at least $1 Million per occurrence with an aggregate limit of no less than $5 Million.

(2) Liability to a third party for "personal injury" offense(s) as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least $1 Million per occurrence or claim with an aggregate limit of no less than $5 Million.

(3) Liability to a third party for "errors and omissions" as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least $1 Million per occurrence or claim with an aggregate limit of no less than $5 Million.

c. During the effective dates of this Agreement, the College shall cause the Clinical Facility to be named as an additional insured under the policy or policies of insurance providing the coverages identified above for claims arising out of actual or alleged acts or omissions on the part of the College and/or cause the Clinical Facility to be named as a covered party or as an additional covered party under the memorandum or memoranda of coverage providing the coverages identified above for claims arising out of actual or alleged acts or omissions on the part of the College. However, this provision shall not apply to the coverage for "errors and omissions."

d. Upon written request by the Clinical Facility, the College shall within a reasonable period of time provide to or cause to be provided to the Clinical Facility a certificate or certificates of insurance identifying the policy or policies of insurance to which the Clinical Facility has been named as an additional insured and/or certificate or certificates of coverage or similar document(s) identifying the memorandum or

memoranda of coverage to which the Clinical Facility has been named as an additional covered party.

e. Notify the Clinical Facility no less than ten (10) business days (i.e. Monday through Friday, excluding holidays) prior to the commencement of the clinical program for that **semester** of the number of students who will be presented for clinical experiences and the dates and hours each such student will be assigned to clinical experiences as determined by the Program curriculum and students' class schedules. Unless the Clinical Facility notifies the College that any particular student or set of dates and hours is unacceptable within five (5) business days of receipt of the notice described above, the student and his or her schedule will be deemed accepted by the Clinical Facility;

f. Provide the services of a faculty member of the Program, or other College liaison, who will:

(1) Meet with staff member(s) identified by the Clinical Facility to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences.

g. Ensure that students assigned to the Hospital/Clinic/Service/Physicians' Offices for clinical/field instruction meet the College and Hospital/JACHO/Clinic/Service's standards of health.

h. Shall provide no less than one (1) instructor for __0__ CNA students assigned to a unit.

i. Shall provide no less than one (1) instructor for __1-2__ VN students assigned to a unit.

j. Shall provide no less than one (1) instructor for __0__ EMT students assigned to ER unit/ambulance (students to be supervised by unit personnel).

k. Shall provide on less than one (1) instructor for __1-2__ Phlebotomy students assigned to the lab (students to be supervised by lab personnel).

l. Retain responsibility for the education of students in and for the curriculum of the Program, its design, delivery, and quality; and

m. Maintain all educational records and reports relating to the experiences of its students.

3. <u>The Clinical Facility's Responsibilities</u>

The Clinical Facility agrees to:

a. Maintain all approvals, licenses and permits required by the State, county or any local government agency, necessary to provide the clinical experiences provided herein;

b. Provide the College with a minimum of 90 days written notice in the event it is unable to place or accept College's students;

c. Provide the College's participating students and faculty with an orientation to the Clinical Facility, including orientation packets about the Clinical Facility, which will include training about the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Clinical Facility's confidentiality requirements;

d. As part of the orientation process described above, the Clinical Facility shall provide all students with the rules, regulations, policies and procedures of the Clinical Facility, or an accurate summary of relevant rules, regulations, policies and procedures, and require their conformance to such rules, regulations, policies and procedures as a condition of their clinical experience participation;

e. Provide students with instruction regarding blood-borne pathogens, their transmission, and how, when and why to report and treat such incidents;

f. Require students to sign confidentiality statements regarding the protection and confidentiality of patient medical records;

g. Provide facilities for clinical experiences which include, when appropriate, reasonable library, classroom, conference room and locker room space, and whenever possible, office and storage space;

h. Provide the services of Clinical Facility staff who will:

(1) Assist the College's coordinating faculty members with the planning of clinical experiences and patient care assignments; and

(2) Meet with the College's coordinating faculty members to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences;

i. Plan, administer and retain responsibility for all aspects of the patient care program and provide for qualified supervision of all patient activities;

j. Allow faculty members of the College access to the facilities of the Clinical Facility for the purposes of coordinating, observing and instructing students engaged in clinical experiences;

4. Responsibility of the College and the Clinical Facility

The College and the Clinical Facility agree that:

a. The maximum number of students who may participate in clinical experiences will be determined by the parties ninety (90) days in the advance of each ***semester***;

b. The parties will in advance, if possible, advise one another of changes in supervision and instructing personnel, changes in applicable policies, changes in student enrollment, and changes in the availability of resources;

c. Emergency treatment of students for any injuries/illnesses incurred during clinical activities must be covered through the student's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for the College's students will not be the responsibility of the College and/or Clinical Facility. The College will inform the students of this requirement;

d. The Clinical Facility may at any time summarily relieve a student from a specific assignment, or request that a student or faculty member leave a patient care area for causes related to the quality of patient care or conduct of the student or faculty member while present in the Clinical Facility;

e. The Clinical Facility may require that student(s) be withdrawn from participation in the clinical experience provided that the Clinical Facility first consults with the College and gives specific reasons for the withdrawal, which reasons shall not be among those prohibited under "f" below;

f. Neither party shall unlawfully discriminate against any student on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination in the clinical program;

g. Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132 ("the ADA") 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;

h. Students are volunteers at the Clinical Facility and not employees of either party during their clinical experience;

i. The parties are independent contractors in relation to one another and neither party is authorized or permitted to act as an agent or employee of the other; and

j. No Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under or in connection with any obligation delegated to the Parties under this Agreement. Each Party shall indemnify, defend and hold harmless the other party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

5. Governing Law

This agreement is made in California, and shall be governed by the laws of the State of California.

6. Length of Agreement

This Agreement commences on **March 1, 2013** and is in effect for one (1) year with automatic renewals for subsequent one (1) year terms. It shall be reviewed each year by the parties, and it may be terminated by either party in writing or certified mail at least ninety (90) days prior to the date of termination for that year.

Should notice of termination be given by either party to this Agreement, those students currently assigned to the Clinical Facility by the College shall be permitted to complete their scheduled clinical internship assignment in progress at the Clinical Facility.

Termination of this Agreement may be affected by either party at the addresses of correspondence given below:

Notice of termination to the Clinical Facility shall be directed to:

Desert Urgent Care
74990 Country Club Drive, Suite 310
Palm Desert, CA 92260

Notice of termination to the College shall be directed to:

Sharron Burgeson, RN, BSN
Nursing and Allied Health Coordinator
Palo Verde Community College District
One College Drive
Blythe, CA, 92225

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed on the day, month, and year as written above:

Desert Urgent Care
*Clinical Facility Name*

*By:* Isela Olvera

Isela Olvera, Director/Office Manager
*Printed Name & Title*

*Dated:* 2/25/13

Palo Verde Community College District
*College*

*By:*

*Printed Name & Title*

*Dated:*

Department of Nursing and Allied Health
*College*

*By:* Sharron Burgeson
*Nursing and Allied Health Coordinator*

Sharron Burgeson, RN, BSN
Nursing and Allied Health Coordinator
*Printed Name & Title*

*Dated:* 2/20/2013