

**CLINICAL TRAINING AGREEMENT**

This Agreement is between Tulare County Health & Human Services Agency – (COUNTY), and San Joaquin Valley College (COLLEGE), and is effective as of October 1, 2017.

A. COUNTY has clinical facilities in Tulare and Visalia suitable for the educational needs of the COLLEGE’S medical assistant and health occupations programs.

B. COLLEGE operates fully accredited licensed vocational nursing classes and is in need of facilities to provide supervised experience for the students enrolled in said classes;

C. The parties will both benefit by making a clinical training program (“Program”) available to COLLEGE students at COUNTY and acknowledge that this agreement is entered into without any consideration of monetary exchange.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

A. The maximum number of COLLEGE 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. Participation and scheduling shall conform to the calendar adopted by the COLLEGE as to holidays, vacations, etc.

II. TERM

A. Term. This Agreement shall become effective as of October 1, 2017 and shall expire at 11:59 p.m. on September 30, 2022 unless otherwise terminated as provided in this Agreement.

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

III. COLLEGE’S RESPONSIBILITIES

A. Student Profiles. COLLEGE shall advise each student enrolled in the Program to complete and send to COUNTY a volunteer application on a form to be agreed by the parties, which shall include the student’s name, address, and telephone number. Each student shall be responsible for submitting his or her volunteer application before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. COLLEGE shall notify COUNTY’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. Program Objectives. COLLEGE shall establish educational objectives for the program. Program objectives and curriculum must meet accrediting or licensing body standards and requirements. COLLEGE will designate a faculty member to coordinate with COUNTY'S designee to implement the Program to be provided to students.

D. Supervision. The learning experiences for the students shall be planned and supervised by instructors of the licensed vocational nursing classes and shall be provided by COLLEGE. The supervision of the students shall be the responsibility of the teacher of record.

E. Ratio of Instructors. COLLEGE shall provide one instructor for every 15-students/per section. Students will be placed in various departments, not all in one area.

F. Records. COLLEGE shall maintain all personnel records for its staff and all academic records for its students.

G. Immunizations. COLLEGE shall insure that all students have:

- 1) Current measles, mumps, rubella immunization, history of chicken pox/varicella titer blood test and tetanus/diphtheria immunizations.
- 2) Annual tuberculin clearance of whether negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within a normal limit.
- 3) A Hepatitis B series or a signed waiver declining immunization.
- 4) If applicable, COLLEGE shall provide students participating in the program with training regarding exposure to blood borne pathogens.

H. Student Responsibilities. COLLEGE shall notify students in the Program that they are responsible for:

- 1) Complying with COUNTY'S clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for their own transportation and living arrangements if not provided by COLLEGE;
- 3) Complying with COUNTY's dress code and wearing name badges identifying themselves as students. Students will wear the prescribed uniform of the Facility while on duty at the Facility and the purchase and laundering of such uniforms shall be provided by the student.
- 4) Assuming responsibility for the costs associated with their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
- 5) 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 COLLEGE 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 COUNTY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
  - c) COUNTY shall reasonably assist COLLEGE 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 COLLEGE, its employees, or agents;
- 6) Notifying COUNTY immediately of any violation of state or federal laws by any student; and
  - 7) Providing services to COUNTY'S patients only under the direct supervision of COUNTY'S professional staff.

I. Independent Contractor Status. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the COLLEGE and the COUNTY and their employees, Students, or agents, but rather is an Agreement by and between two independent parties. Each Student that is placed with the COUNTY as part of the Internship Program is receiving education as part of his/her academic curriculum. Duties performed by a Student are not performed as an employee of COUNTY but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by COUNTY personnel. COLLEGE acknowledges that nothing in this Agreement shall be construed to confer any right upon the COLLEGE or COLLEGE Personnel to participate in, control, or direct operations at the COUNTY. As COLLEGE is not COUNTY's employee, COLLEGE is responsible for paying all required state and federal taxes for its employees. In particular, COUNTY will not

- 1) Make state or federal unemployment insurance contributions on COLLEGE's behalf.
- 2) Make disability insurance contributions on behalf of COLLEGE.
- 3) Obtain unemployment compensation insurance on behalf of COLLEGE.

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of COLLEGE to ensure compliance with this Agreement.

For purposes of this agreement, however, students are trainees and shall be considered members of COUNTY'S "workforce" as that term is defined by the HIPAA regulations at 45 CFR §160.103. COLLEGE shall provide workers'

compensation insurance for students and shall bear all costs associated with providing such insurance.

#### IV. COUNTY'S RESPONSIBILITIES

A. Clinical Experience. COUNTY shall accept from COLLEGE the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.

B. County Designee. COUNTY shall designate a member of its staff to participate with COLLEGE'S designee in planning, implementing, and coordinating the Program.

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

D. GROUNDS FOR REMOVAL: COUNTY may request that COLLEGE remove from the Internship Program any Student whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY'S administrative policies, procedures, rules, and regulations. COLLEGE agrees to remove such Students at COUNTY'S request.

E. Emergency Health Care/First Aid. COUNTY will provide first aid to any Student who becomes sick or injured by conditions arising out of or in the course of said Student's participation in the Program with the COUNTY. Except as provided in this paragraph, COUNTY shall have no obligation to furnish medical or surgical care to any student.

F. Student Supervision. COUNTY shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on COUNTY'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 COUNTY-designated supervisors. Students are to be regarded as trainees/volunteers, not employees, and are not to replace COUNTY'S staff. There will be no expectation of employment by the COUNTY after completion by the Student of the Program.

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

#### V. 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.

## VI. STATUS OF COLLEGE AND COUNTY

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 COUNTY or COLLEGE for any purpose, including, but not limited to, compensation for services or welfare and pension benefits. Students will participate in the Program in exchange for course credit and/or externship hours, with the understanding that participation in the Program is not a guarantee of employment with the COUNTY and does not confer any employment rights to the Students.

## VII. CONFLICT OF INTEREST:

- (a) COLLEGE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including COLLEGE for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on COLLEGE or any business firm in which COLLEGE has an interest, with certain narrow exceptions.
- (b) COLLEGE agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

## VIII. INSURANCE

### COLLEGE Insurance.

- (a) COLLEGE 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 COLLEGE'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 or better by AM Best or a qualified program of self-insurance. The COLLEGE shall maintain and provide evidence of workers' compensation and disability coverage as required by law. COLLEGE shall provide COUNTY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to COUNTY. COLLEGE shall promptly notify COUNTY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- (b) STUDENT PROFESSIONAL LIABILITY INSURANCE: COLLEGE acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each student intern

participating in the internship program during the full period of any internship with COUNTY. Professional Liability Insurance shall be in amounts reasonably necessary to protect the student intern against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. COLLEGE shall provide to COUNTY evidence of professional liability insurance for each student intern participating in the internship program.

#### IX. INDEMNIFICATION.

COLLEGE shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by COLLEGE or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by COLLEGE under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for COLLEGE's failure to provide form DE-542, when applicable.

COUNTY shall hold harmless, defend and indemnify COLLEGE, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COLLEGE property, arising from, or in connection with, the performance by COUNTY its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COLLEGE by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COLLEGE alleging civil rights violations by COUNTY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act).

#### VIII. 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 in which termination would otherwise occur.

#### X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

- (a) COLLEGE shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in EXHIBIT A attached.
- (b) At termination of this Agreement, COLLEGE shall, if feasible, return or destroy all protected health information received from, or created or received by, COLLEGE on behalf of COUNTY that COLLEGE still maintains in any form, and retain no copies of such information; or, if such return or destruction is not

feasible, extend the protection of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

- (c) COUNTY may immediately terminate this Agreement if COUNTY determines that COLLEGE has violated a material term of this provision.

XI. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

## XII. 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 III, Paragraph H; Section III, Paragraph I, to the extent it provides that students are members of COUNTY'S "workforce" for purposes of HIPAA; Section III, Paragraphs F and G. 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. **Construction:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

D. **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.

E. **No Third-Party Beneficiaries Intended:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

F. **Waivers:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

G. Exhibits And Recitals: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

H. Conflict With Laws Or Regulations/Severability: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

I. 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.

J. 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.

K. 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.

L. 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 COLLEGE:**

Sue Montgomery  
San Joaquin Valley College  
8834 W. Mineral King  
Visalia, Ca 93277

**TO COUNTY:**

Contract Unit  
Tulare County Health & Human  
Services Agency  
5957 S. Mooney Boulevard  
Visalia, CA 93277



THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

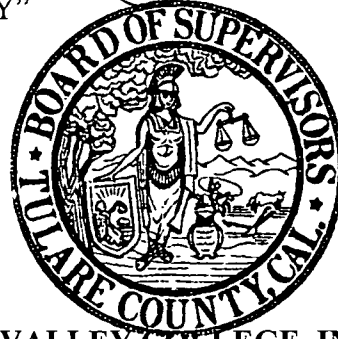
COUNTY OF TULARE

Date: 10/12/2018

By: [Signature]  
Chairman, Board of Supervisors  
"COUNTY"

ATTEST: Michael C. Spata  
County Administrative Officer/  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk



SAN JOAQUIN VALLEY COLLEGE, INC.

Date: 5/21/18

By: [Signature]  
Title: President/CEO

Date: 5/21/18

By: [Signature]  
Title: Chief Financial Officer

Approved as to Form  
County Counsel

By: [Signature]  
Deputy 20171458

Date 5/20/18

**Exhibit "A"**  
**HIPAA REQUIREMENT**

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
  2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
  3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
  4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
  5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)

4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.