

CLINICAL PRACTICUM AGREEMENT

This Agreement is between the County of Tulare, d.b.a. Tulare County Public Health Laboratory (“Clinical Site”) and Sierra View Medical Center (“Sierra View”), and is effective upon signature by the Tulare County Board of Supervisors.

WHEREAS, Clinical Site is a County health department with the ability to offer training in the area of Clinical Lab Science; and

WHEREAS, Sierra View operates an acute care hospital designated by the State of California as an independent training program for Clinical Lab Scientist Certification;

THEREFORE, the purpose of this agreement is for Clinical Site to provide the training for modules as agreed upon. The parties will both benefit by making a clinical training program (“Program”) available to Sierra View employee trainees (“Trainees”) at Clinical Site.

The parties agree as follows:

I. SIERRA VIEW’S RESPONSIBILITIES

- A. Records. Sierra View shall maintain all personnel records for its staff and all academic records for its Trainees.

Employee Responsibilities. Sierra View shall notify Trainees in the program that they are responsible for:

1. Complying with Clinical Site’s clinical and administrative policies, procedures, rules and regulations;
2. Arranging for their own transportation;
3. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations, safety training, and other requirements as identified by the Clinical Site;
4. Maintaining the confidentiality of patient information.
 - a. No Trainee 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 Trainees 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 Sierra View nor its employees, Trainees, or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations.
 - c. Clinical Site shall reasonably assist Sierra View in obtaining patient consent in appropriate circumstances. In the absence of consent, Trainees shall use de-identified information only in any discussions about the clinical experience with Clinical Site, its employees, or agents.
5. Complying with Clinical Site’s dress code and wearing name badges identifying themselves as Trainees.

II. CLINICAL SITE RESPONSIBILITIES

- A. Clinical Experience. Clinical Site shall accept from Sierra View the Trainee and shall provide the Trainee with supervised clinical experience, compliant with any state licensure laws, as applicable.
- B. Records and Evaluations. Clinical Site shall maintain complete records and reports on Trainee’s performance and provide an evaluation to Sierra View on forms Sierra View shall provide.
- C. Withdrawal of Trainees. Clinical Site may request that Sierra View withdraw from the program any Trainee whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site’s administrative policies, procedures, rules and/or regulations, or violates any federal or state laws. Such requests must be in writing. Once Sierra View receives the request in writing, Sierra View will take appropriate steps to comply.
- D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a Trainee is receiving training at its facilities, respond to a medical emergency involving the Trainee in accordance with its policies for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical care to any Trainee.
- E. Clinical Site’s Confidentiality Policies. Trainees shall be considered members of Clinical Site’s “workforce,” only as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site’s policies respecting

confidentiality of medical information. In order to ensure that Trainees comply with such policies, Clinical Site shall provide Trainees with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the Trainee's clinical practicum. The supervision duties fulfill the requirements of the program so that the Trainee will meet requirements for state license, and certification. The minimum requirements for these duties include:

1. Allocation of sufficient time to meet directly with the Trainee for purposes of supervision feedback and discussion periodically during the course of supervision.
2. Allocation of specific time in order to be present at the Clinical Site during the period that the Trainee will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all Trainees 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.

IV. STATUS OF SIERRA VIEW AND CLINICAL SITE

- A. The parties expressly understand and agree that the Trainees enrolled in the Program are in attendance for educational purposes, and such Trainees are not considered employees of the Clinical Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. However, Trainees are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.
- B. Trainees shall assist staff, perform assignments, and participate in research, etc. Trainees are to be regarded as student interns, not employees, and are not to replace the Clinical Site's staff. There will be no expectation of employment by the Clinical Site after completion by the Trainee of the Program.
- C. **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 Clinical Site and the Sierra View and their employees, Trainees, or agents, but rather is an Agreement by and between two independent parties. Each Trainee that is placed with the Clinical Site as part of the Program is receiving education as part of

his/her academic curriculum. Duties performed by a Trainee are not performed as an employee of Clinical Site but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by Clinical Site personnel. Sierra View acknowledges that nothing in this Agreement shall be construed to confer any right upon the Sierra View or Sierra View Personnel to participate in, control, or direct operations at the Clinical Site. As Sierra View is not Clinical Site's employee, Sierra View is responsible for paying all required state and federal taxes for its employees. In particular, Clinical Site will not

- a. Withhold FICA (Social Security) from Sierra View's payments.
- b. Make state or federal unemployment insurance contributions on Sierra View's behalf.
- c. Withhold state or federal income tax from payments to Sierra View.
- d. Make disability insurance contributions on behalf of Sierra View.
- e. Obtain unemployment compensation insurance on behalf of Sierra View.
- f. Notwithstanding this independent contractor relationship, Clinical Site shall have the right to monitor and evaluate the performance of Sierra View to ensure compliance with this Agreement.

V. INSURANCE

- A. Sierra View Insurance. Sierra View 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 Sierra View's employees, including Trainees. 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. Sierra View shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. Sierra View shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. Sierra View shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Clinical Site Insurance. Clinical Site 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 or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability

coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Sierra View. Clinical Site shall provide Sierra View with evidence of the insurance required under this paragraph upon request of the Sierra View. Clinical Site shall promptly notify Sierra View of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. INDEMNIFICATION.

- A. Sierra View agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the negligence, or negligence in proportion to comparative fault, of Sierra View with respect to any work performed or services provided under this Agreement, including without limitation, the acts, errors, and/or omissions of Sierra View, its employees, officers, agents, Trainees, or anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.
- B. Clinical Site agrees to indemnify, defend, and hold harmless Sierra View and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the sole negligence, or negligence in proportion to the comparative fault, of Clinical Site with respect to any work performed or services provided under this Agreement, including without limitation, the acts, errors and/or omissions of Clinical Site, its employees, officers, agents, or anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them.

VII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for until June 30, 2021.
- B. Renewal. This Agreement may be renewed by mutual written 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 Trainees, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. 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 I, Paragraph

A subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties 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.

SIERRA VIEW
Sierra View Medical Center
465 West Putnam Avenue
Porterville, CA 93257

Phone: 559-784-1110

CLINICAL SITE
Tulare County Public Health Laboratory
1062 S. K St.
Tulare, CA 93274

Phone: 559-685-8480

IX. 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.

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

SIERRA VIEW MEDICAL CENTER

Date: July 12, 2018

By Donna F. Hefner

Print Name Donna Hefner

Title President / CEO

Date: July 12, 2018

By Doug Dickson

Print Name Doug Dickson

Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form

County Counsel

By RE Miller 9/17/18

Deputy

Matter # 2018448