

CLINICAL TRAINING AGREEMENT

This Agreement is between Tulare County Health & Human Services Agency – (COUNTY), and Visalia Unified School District (DISTRICT), and is effective as of July 1, 2008.

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

B. DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT as to holidays, vacations, etc.

II. TERM

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until June 30, 2010 unless otherwise terminated as provided in this Agreement.

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

III. DISTRICT'S RESPONSIBILITIES

A. Student Profiles. DISTRICT 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. DISTRICT 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. DISTRICT shall establish educational objectives for the program. Program objectives and curriculum must meet accrediting or licensing body standards and requirements. DISTRICT 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 DISTRICT. The supervision of the students shall be the responsibility of the teacher of record.

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

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

G. Immunizations. DISTRICT 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, DISTRICT shall provide students participating in the program with training regarding exposure to blood borne pathogens.

H. Student Responsibilities. DISTRICT 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 DISTRICT;
- 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 DISTRICT 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 DISTRICT 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 DISTRICT, 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. Payroll Taxes and Withholdings. DISTRICT shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for DISTRICT'S employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the DISTRICT and shall receive no compensation for their participation in the Program, either from DISTRICT or COUNTY. 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. DISTRICT shall bear all costs associated with providing workers' compensation for them.

IV. COUNTY'S RESPONSIBILITIES

A. Clinical Experience. COUNTY shall accept from DISTRICT 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 DISTRICT'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. Withdrawal of Students. COUNTY may request that DISTRICT withdraw from the Program any student who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY'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 COUNTY'S request. DISTRICT shall comply with the written request within five (5) days after actually receiving it.

E. Emergency Health Care/First Aid. COUNTY 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, 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.

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 DISTRICT 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 DISTRICT 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 COUNTY'S "workforce" for purposes of HIPAA compliance.

VII. INSURANCE

District Insurance. DISTRICT 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 DISTRICT'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 DISTRICT shall maintain and provide evidence of workers' compensation and disability coverage as required by law. DISTRICT 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. DISTRICT shall promptly notify COUNTY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VIII. INDEMNIFICATION.

COUNTY and DISTRICT shall hold each other harmless, defend and indemnify their respective 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, arising out of the activities of COUNTY or DISTRICT or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violation by such party under Government Code section

12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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.

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 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. **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.

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

COUNTY OF TULARE

Date: _____

By: _____

Chairman, Board of Supervisors
"COUNTY"

ATTEST: JEAN ROUSSEAU
County Administrative Officer
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

VISALIA UNIFIED SCHOOL DISTRICT

Date: 8-12-08

By: Stan A Carrizosa
Title: Superintendent

STAN A. CARRIZOSA

Approved as to Form
County Counsel

By: [Signature]
Deputy

Date 6-25-08

Approved as to Form
Counsel for School District

By: Harold W. Wood
20081203

Date 6-24-08