

CLINICAL AFFILIATION AGREEMENT

Between

West Coast University, Inc.

151 Innovation Drive, Irvine, CA 92617

And

County of Madera

209 E 7th St, Madera, CA 93638

This Affiliation Agreement ("Agreement") is made and entered into as of October 25, 2022 ("Effective Date") between West Coast University, Inc. (hereafter referred to as "University"), and County of Madera (hereafter referred to as "Facility"), agree that educational experiences will be provided at the Facility for students in the program of the University.

RECITALS

WHEREAS, clinical/community/externship experience is a required and integral component of the University curricula; and

WHEREAS, University desires the cooperation of Facility in implementing a clinical/community/externship experience to provide training to students in the practical applications of their fields of study as outlined in Schedule A – Program Contacts; and

WHEREAS, Facility wishes to assist the University in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, University and Facility enter into this Agreement on the terms and conditions set forth below.

1. Responsibilities of University

- A. University Designee. University shall designate a member of the University Staff to participate with the designee of Facility in planning, implementing, and evaluating the clinical experiences provided to students of University. The Designee shall provide Facility with contact information for same.
- B. Student Assignments. University shall assign students only to facilities that can provide the experience necessary to meet the objectives of the clinical experience.
- C. Schedule of Assignments. University shall notify Facility of its' planned schedule of student assignments, including the name(s) of the student(s), their level(s) of academic preparation, and length(s) and date(s) of planned clinical experience(s).
- D. Student Profile. University shall complete and provide to Facility a profile for each student who will be provided with training at Facility which shall include the appropriate student contact information prior to the beginning date of the planned clinical experience. The facility shall use such information for its own purposes and shall not release the information to any third party.
- E. Faculty/Student Ratio. University shall ensure that students are supervised by an appropriate University faculty member at a ratio agreed upon by University and Facility, and in compliance with regulations governing the clinical experience.

- F. Rules and Regulations. University shall enforce rules and regulations governing the students that are mutually agreed upon by University and Facility. University's students will comply with all applicable federal, state, county, and city regulatory requirements.
- G. Student Insurance. University shall provide Facility with written confirmation that each student being provided with training at Facility is covered by health insurance and professional liability insurance.
- H. The University agrees to indemnify, defend and hold harmless the Facility, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from services performed by the University's enrolled students or University employees pursuant to this agreement.

2. Responsibilities of the Faculty.

- A. Student Assignments. University faculty members will assume responsibility, in collaboration with Facility staff, for the assignment of students consistent with the objectives of the clinical experience. When applicable, emphasis will be placed on the teaching and application of principles and practices according to professional standards.
- B. Student Orientation. A University faculty member, in collaboration with Facility designee, will provide students assigned to clinical experiences at Facility with an orientation to same prior to beginning their clinical experiences.
- C. Clinical Objectives. University faculty members will provide copies of current syllabi to Facility managers and educator as requested, and will make copies of the objectives for the clinical experience available to Facility staff where students are assigned.
- D. Clinical Supervision. University faculty members will be responsible for clinical supervision only of those students enrolled in University Program to which they are assigned.
- E. Faculty Availability. A University faculty member will be present at Facility at all times when students are present unless the student is assigned to a precepted experience, in which case University faculty member will be available by phone and/or email.
- F. Student Evaluation. A University faculty member will evaluate student performance, with input from Facility staff, according to guidelines outlined in the approved curriculum.

3. Responsibilities of the Student.

University shall notify the students that they are responsible for

- A. Following the clinical and administrative policies, procedures, rules and regulations of the Facility;
- B. Completing required Facility orientation.

- C. Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any health record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained during the clinical experience is forbidden except as a necessary part of the clinical experience;
 - D. Adhering to patient's rights in accordance with the Facility, state, and federal rules and regulations, as they apply;
 - E. Adhering to rules and regulations developed by University to govern student activities during clinical experiences including following the dress code and wearing name badges identifying themselves as students;
 - F. Arranging their own transportation when not provided by University;
 - G. Arranging for and assuming the cost of their own health insurance;
 - H. Assuming responsibility for personal illness; and necessary immunizations, titers, and tests, background checks, and annual health examinations, if required by the Facility;
 - I. Refusing to accept financial compensation that is not previously authorized by both University and Facility, or any form of gratuity for rendering patient care;
 - J. Attending all scheduled days at Facility;
 - K. Obtaining supervision when performing procedures, when University or Facility regulations require such supervision or when lack of supervision may pose a safety risk;
4. Responsibilities of the Facility
- A. The Facility Designee. Facility shall designate a member of Facility Staff to participate with the designee of University in planning, implementing, and evaluating clinical experiences provided to students of University and shall provide University with contact information for such designee.
 - B. Facility Orientation. Facility will provide University faculty members with students assigned to clinical experiences at said Facility with an orientation to same prior to the beginning date of the planned clinical experience.
 - C. Clinical Experience. Facility shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with clinical experiences consistent with the objectives of the clinical experiences.
 - D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Facility.
 - E. Facility Communication with University. Facility shall notify University designee and/or faculty member as soon as possible when concerns arise and provide University faculty with the opportunity to address/resolve said concern.

- F. Withdrawal of Students. Facility may request University to withdraw from Facility any student who Facility determines is not performing satisfactorily, or who refuses to follow Facility's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons Facility desires to have the student withdrawn.
- G. Adequacy of Facility Staff. Facility is responsible to assure that Facility staff is adequate in number and quality to insure safe and continuous health care services to their patients.
- H. Emergency Health Care First Aid. Facility shall, on any day when one or more students are receiving training at Facility, provide to students and/or faculty members of University necessary emergency health care or first aid for accidents occurring in Facility. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care.
- I. The Facility agrees to indemnify, defend and hold harmless the University, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from the negligent, reckless or willful acts of the Facility or its employees, agents or officers, pursuant to this agreement.

5. Student Role

The parties agree that students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the University or the Facility for any purpose, including Workers' Compensation or employee benefit programs. Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training under this Agreement.

6. Term and Termination

The term of this agreement is one (1) year from the effective date. This agreement will automatically renew for one (1) year terms unless otherwise terminated in writing by either party. Either party may terminate this agreement on written notice to the other at least thirty (30) days in advance of the next training experience. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the University term during which such termination notice is given.

7. Complete Agreement

This Agreement constitutes the complete understanding of the University and the Facility regarding their relationship and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and/or to be performed in California, without regard to any choice of law provisions thereof.

9. Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Madera County, California in accordance with the rules of the American Arbitration Association by a single arbitrator. The arbitrator's award shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow.

10. Severability

Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held invalid or unenforceable by anybody of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

11. Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information, Documents and/or Data

Pursuant to all applicable laws, rules, regulations and orders of any state, local, federal and non-U.S. jurisdiction and any administrative agency, both parties agree to notify the other within 24 business hours of any breach or suspected or potential breach of the privacy and/or security of any Protected Health Information and/or other private information, documents and/or any other data.

FERPA: Facility agrees to maintain the confidentiality of all participating students' academic records pursuant to the Family Education Rights and Privacy Act of 1974, as amended.

HIPAA and Related Regulations: University hereby agrees to comply, and to cause its faculty members and students to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments and regulations thereto, and agrees to inform the students and its' faculty members of these requirements. In addition, University will provide instruction to the students and faculty in safeguarding the privacy of Protected Health Information (PHI); and will maintain verification of such training on file for the applicable time period pursuant to all pertinent and applicable local, state, and federal regulations, including HIPAA regulations.

12. Notice

All notices to be given under this Agreement shall be in writing, given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

UNIVERSITY: West Coast University, Inc.
151 Innovation Drive
Irvine, CA 92617
Attn: Renee Schweitzer, VP University Relations

FACILITY: **Madera Behavioral Health Services**
209 E 7th St, Madera, CA 93638

Attention: Julie Morgan

13. Authority to Sign.

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

14. No Third Party Beneficiaries

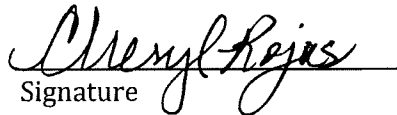
This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

15. No Waiver

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

October 28, 2022
Date


Signature

Name: Cheryl Rojas
Title: Director, Clinical Contracts
West Coast University, Inc.

Date

Signature


Chairman, Board of Supervisors
County of Madera

Schedule A – Program Contacts

Please check the box next to the programs to which this Clinical Affiliation Agreement will apply and provide contact information for the person responsible for that area:

Programs of West Coast University, Inc.

| X | Program Name/Facility Contact | Program Name/Schools Contact |
|---|--|--|
| | Nursing Contact name: Julie Morgan Address: 209 E 7th St, Madera, CA 93638 Phone: (559) 673-3508 Email: julie.morgan@maderacounty.com | Nursing Department: ADN, LPN, BSN, MSN, FNP, PMHNP, DNP Renee Schweitzer, DNP, RN, FNP Vice President of University Relations/Nursing Faculty 151 Innovation Drive Irvine, CA 92617 Direct: (949) 783-4811 Email: rschweitzer@westcoastuniversity.edu |
| | Pharmacy Contact name: Address: Phone: Email: | Pharmacy Department: Pharm D Karen Hassell, Pharm D, Dean, School of Pharmacy 590 N. Vermont Avenue Los Angeles, CA 90004 Office: (323) 454-5028 Email: KHassell@westcoastuniversity.edu |
| | Physical Therapy Contact name: Address: Phone: Email: | Physical Therapy Department: DPT Nicole Rodriguez, PT, DPT, GCS Director of Clinical Education 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: (323) 454-5062 Email: nirodriguez@westcoastuniversity.edu |
| | Occupational Therapy Contact name: Address: Phone: Email: | Occupational Therapy Department: OTD & MSOT CA Stacey Willis Dean/Program Director, Occupational Therapy 590 N. Vermont Ave Los Angeles, CA 90004 Phone: 323-284-7920 Email: sWillis@westcoastuniversity.edu |
| | Occupational Therapy Contact name: Address: Phone: Email: | Occupational Therapy Department: MSOT Texas Dr. Nicolaas Van Den Heever Dean/Program Director, Occupational Therapy 2323 N. Central Expressway Richardson, TX 75080 Phone: 214-453-4533 Email: Nivandenheever@westcoastuniversity.edu |
| | Speech Language Pathology Contact name: Address: Phone: Email: | Speech Language Pathology Department: MSLP Regina Lemmon Bush, PhD, CCC-SLP Dean & Professor of Speech Language Pathology 2323 N. Central Expressway Richardson, TX 75080 Phone: 214-453-4533 Email: rbush@westcoastuniversity.edu |
| | Physician Assistant Contact name: Address: Phone: | Physician Assistant Department: PA Program <div data-bbox="836 1848 868 1890" style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> Angela Sanders-Banuelas Director, Clinical Education – Physician Assistant |

| | | |
|--|---|---|
| | Email: | 2323 N. Central Expressway Richardson, TX 75080 Phone: 214-453-4533 Email: ASandersBanuelas@westcoastuniversity.edu  Dionne Henderson, PA-C Director, Clinical Education – Physician Assistant 590 N. Vermont Ave Los Angeles, CA 90004 Phone: (323) 284-7998 Email: dhenderson@westcoastuniversity.edu |
| | Health Administration | Health Administration Department: MHA |
| | Contact name: Address: Phone: Email: | Justin Ako, DC, BSBA Dean, Program Director, Health Administration 151 Innovation Drive Irvine, CA 92617 Phone: 323-454-5041 Email: jako@westcoastuniversity.edu |

Approved as to Legal Form:

COUNTY COUNSEL

Amanda C.

By Savage

Digitally signed by: Amanda C.
Savage

DN: CN = Amanda C. Savage

email = asavage@lozanosmith.com

C = US O = Lozano Smith

Date: 2022.10.24 16:38:14 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

COUNTY OF MADERA

WEST COAST UNIVERSITY, INC.

TITLE OF CONTRACT:

CLINICAL AFFILIATION AGREEMENT

BETWEEN WEST COAST UNIVERSITY,

INC. AND COUNTY OF MADERA
