

CITY OF COSTA MESA
CLINICAL AFFILIATION AGREEMENT
WITH
COAST COMMUNITY COLLEGE DISTRICT

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into this 1st day of June, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and Coast Community College District, a California public educational entity ("District").

WHEREAS, City and District desire to contribute to community health education; and

WHEREAS, District operates Golden West College ("College"), and College is a duly accredited educational institution that conducts the Senior Center Experience program described and identified in Exhibit "A" to this Agreement ("Program"), attached hereto and incorporated herein by this reference; and

WHEREAS, District represents that it has obtained all necessary licenses, consents and/or approvals from the State of California and any other applicable governmental agency to conduct the Program; and

WHEREAS, City operates the Costa Mesa Senior Center, a recreation and outreach center for senior citizens located at 695 W. 19th Street, Costa Mesa, CA 92727 ("Senior Center"), and has obtained all necessary licenses, consents, and approvals to enter into this Agreement; and

WHEREAS, as part of the Program, College students are required to participate in a clinical experience rotation at a senior center ("Rotation"); and

WHEREAS, District desires to utilize the Senior Center so that College's students can participate in a Rotation at the Senior Center; and

WHEREAS, City and District desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to College's use of the Senior Center for Rotations.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on May 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

2. CLINICAL EXPERIENCE ROTATION

Subject to the terms and conditions set forth herein, City will allow College to utilize the Senior Center to provide students of the Program with the Rotation, in accordance with applicable standards established by federal, state, and local governmental agencies, recognized

professional accrediting agencies, and in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. PROGRAM COORDINATORS

College shall designate a Program Coordinator for all Program activities at the Senior Center. The Program Coordinator, or his or her designee, shall be responsible for all teaching activities and supervision and direction of students while students are on site at the Senior Center. The Program Coordinator, or his or her designee, shall ensure that participating students do not provide direct, hands-on patient care at the Senior Center, in accordance with all applicable laws, rules, regulations, policies, and procedures.

City shall designate a Program Coordinator, who will work directly with College in the performance of this Agreement.

4. PROGRAM ADMINISTRATION

- (a) Administration. Except as otherwise set forth herein, College shall be fully responsible for all Program administration, including, but not limited to, Rotation assignments, curriculum, student coordination, and student evaluations.
- (b) Curriculum. College shall be fully responsible for the development, planning, administration, matriculation, promotion, and graduation of students that participate in the Program and Rotations. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to City on or before student placement. City shall have full control over the availability and appropriateness of the learning environment in relation to the Program's written objectives.
- (c) Participants. College will provide to City a list of the name(s) of all students who will be participating in a Rotation. College shall require each student to read and sign a Student Participation Agreement, attached hereto as Exhibit "B." College shall further require all participating students to read and agree to the City's Irrevocable Waiver of Liability and Release of All Claims, attached hereto as Exhibit "C."
- (d) Rotation Schedule. City and College shall, prior to the beginning of each academic year, determine the Rotation schedule, which may be amended from time to time upon mutual written agreement of City and College. City and College shall agree upon the number of students permitted in each Rotation, which number shall not exceed the number specified by the accrediting agencies.
- (e) Orientation. City and College shall agree upon an orientation date for students participating in each Rotation.
- (f) Materials. College will provide Program students with all educational materials required during the Program and Rotation.
- (g) Student Evaluations. College's Program Coordinator shall be responsible for student evaluations. College shall keep records on the progress and evaluation of

each student's clinical experience during each Rotation for a period of three (3) years following the end of the specific Rotation in which the student participated.

5. EXPOSURE TO BLOOD-BORNE PATHOGENS

District shall ensure that Program students and College faculty comply with applicable regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood-borne pathogens in the workplace as set forth in Title 8 of the Code of the California Code of Regulations, section 5193 (8 C.C.R. § 5193), including, but not limited to, responsibility as the employer to provide all Program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood-borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the Program student should participate in Hepatitis B vaccination and post-exposure evaluation and follow up.

6. NON-DISCRIMINATION

District and College shall not unlawfully discriminate in the selection, placement, or evaluation of any student or faculty member because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

7. COMPLIANCE WITH SENIOR CENTER RULES

City shall make available all applicable governing instruments, policies and procedures, and rules and regulations of the Senior Center to each student participating in a Rotation, and College shall ensure that each student complies with these rules, policies and procedures, and rules and regulations.

8. CONFIDENTIALITY OF PATIENT RECORDS

The Senior Center's patient files are confidential. The Parties represent that they are aware of HIPAA, and understand the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. The Parties understand the federal privacy regulations as set forth in 42 C.F.R. Part 164 and the federal security standards as set forth in 45 C.F.R. Part 142. Neither Party shall use or further disclose any protected health information of any patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information, as set forth in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. District and College shall ensure that students participating in each Rotation are aware of, and comply with, the requirements of this Section.

9. REMOVAL OF STUDENTS

City retains the right to exclude any student at any time from the Senior Center. College shall ensure that any student that is asked to leave the Senior Center does so promptly and without protest. City may, at any time, request that College remove a student permanently from the Rotation, and College shall remove such student immediately. Except as otherwise provided under applicable law, policies, procedures, or regulations, no notice, hearing, or procedural requirements will be required for such removal.

10. PATIENT CARE

Nothing in this Agreement shall be construed as conferring any right or duty upon College, its instructors, students, or faculty members, to control or direct patient care or operations at Senior Center. City retains full control over patient care at the Senior Center.

11. NO PAYMENTS OR OTHER REMUNERATION

No fees or monetary payments of any kind will be exchanged between City, its agents, and/or employees, and College, its agents, employees, and/or students. Neither College nor its staff members or representatives shall bill or collect, or attempt to bill or collect, from any patient, or from any other source, fees for services provided to patients by students or College as part of the Program or any Rotation.

12. NO RIGHT TO EMPLOYMENT

The Parties agree that students of College shall not be considered employees, agents, or volunteers of City, nor shall any student be entitled to any right, compensation, or benefits normally afforded to employees of City, including, but not limited to, Social Security, unemployment, and workers' compensation insurance. District and College shall ensure that students in the Program and each Rotation are informed that: (i) they will not receive any wages or employee benefits, either from College or City; (ii) they will be considered students who are receiving credit required as part of their Program; and (iii) they are not entitled to a job at City's facilities upon the conclusion of the Program.

13. STUDENT HEALTH RECORDS

District shall require that any student participating in a Rotation must, at the request of City or Senior Center, provide a current statement from his or her physician that the student is in good health and capable of participating in the Rotation. Senior Center, upon request, may require that any student returning from an extended absence caused by illness or injury to submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the sole financial responsibility of the student. District and College shall require that any student participating in the Rotation provide verification of annual T.B. screening and immune status for rubeola, rubella, chicken pox, and Hepatitis B (or signed waiver for Hepatitis B).

City and Senior Center shall keep confidential and shall not disclose to any person or entity: (a) student applications; (b) student health records or reports; or (c) any records as defined in California Education Code section 76210 and the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), concerning any student participating in a Rotation unless disclosure is (a) authorized by the student in writing, or (b) ordered by a court of competent jurisdiction. Senior Center will adopt and enforce any policies and procedures necessary to protect the confidentiality of student records as defined herein.

14. STUDENT BACKGROUND CHECKS

District represents that it and its campuses have adopted The Joint Commission ("TJC") requirements for background and drug screening checks for students, consistent with clinical training site requirements for their accreditation processes. College will require all students to complete and submit pre-clinical background/drug screening checks before patient care or clinical

work commences. The background check shall include, at minimum, criminal records check (past seven (7) years), resident history search, Social Security alert, nationwide Health Care Fraud and Abuse Registry, and national sex offender registry. Drug screenings shall include tetrahydrocannabinol (THC), cocaine, opiates, phencyclidine (PCP), amphetamines, benzodiazepines, barbiturates, methaqualone, propoxyphene and methadone. College will provide to City the results of the background and drug tests.

15. COMPLIANCE WITH ALL LAWS AND REQUIREMENTS

District represents and warrants that it has obtained all necessary approvals, consents and certifications necessary to enable Senior Center to offer the Rotation to College's students participating in the Program. District shall, at all times during the term of this Agreement, retain all necessary licenses, accreditations, and certifications for the administration of Program at the Senior Center. District shall ensure that College's Program complies with all applicable federal, state, and local laws, regulations, and requirements. Upon request by Senior Center, College will provide to Senior Center verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies.

16. INDEMNIFICATION

District shall defend, indemnify, and hold free and harmless City, its elected officials, officers, employees, agents, and volunteers, at District's sole expense, from and against any and all claims, actions, losses, damages and/or liability arising out of or connected to its performance under this Agreement or from any cause whatsoever which may arise because of the acts or omissions of District, its trustees, instructors, employees, students and/or agents in connection with its or College's administration of Program at the Senior Center. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the District, College, their trustees, instructors, employees, students and/or agents, but shall be required whenever any claim, action, complaint, or suit asserts liability against the City, its elected officials, officers, employees, and/or agents based upon District's or College's performance under this Agreement or their administration of Program at the Senior Center, whether or not District, College, or their trustees, instructors, employees, students and/or agents are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, District shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the City.

17. INDEPENDENT CONTRACTOR

District is and shall at all times be acting as an independent contractor and not as an employee of City. District and its employees, agents, instructors and students shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of District or any of District's employees, except as set forth in this Agreement. District shall not, at any time, or in any manner, represent that it or any of its agents, employees or students are in any manner agents or employees of City. District shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for District and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. District shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

18. INSURANCE

- (a) Minimum Scope and Limits of Insurance. District shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (iii) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (i) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the District pursuant to its contract with the City; products and completed operations of the District; premises owned, occupied or used by the District; automobiles owned, leased, hired, or borrowed by the District."
 - (ii) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - (iii) Other insurance: "The District's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (iv) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (v) The District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (c) Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- (d) Certificates of Insurance. District shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.
- (e) Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which District may be held responsible for payments of damages to persons or property.

19. TERMINATION

Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice of its intention to terminate. If a Rotation is in progress, any written notice to terminate shall become effective at the expiration of the Rotation. Notwithstanding the foregoing, if the Program is discontinued by College, then this Agreement shall immediately terminate without further action by the Parties.

20. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the service provided hereunder shall not be assigned, delegated, or subcontracted by District to any other person or entity without the prior written consent of the City.

21. ASSIGNMENT

District shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of District's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release District of District's obligation to perform all other obligations to be performed by District hereunder for the term of this Agreement.

22. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

23. NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement or the obligations hereunder may be provided by personal delivery or United States (U.S.) mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent by regulation U.S. mail.

If to District:

Golden West College
15744 Goldenwest St.
Huntington Beach, CA 92647
Attn: School of Nursing

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, District Risk Services

If to City:

Costa Mesa Senior Center
695 W. 19th Street
Costa Mesa, CA 92627
Attn: Yvette Aguilar

With a copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: City Clerk

24. AMENDMENTS

Only a writing executed by the Parties or their respective successors and assigns may amend this Agreement.

25. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

26. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by doing so the Parties are formally bound to the provisions of this Agreement.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

DISTRICT


Signature

Date: 6/14/17

John Weispfenning, Ph.D. Chancellor
[Name and Title]

CITY OF COSTA MESA


Tamara Letourneau
Assistant City Manager and
Administrative Services Director

Date: 7/11/17

ATTEST:


Brenda Green
City Clerk



APPROVED AS TO FORM:


Thomas Duarte
City Attorney

Date: 07/11/17

Exhibit A

**SENIOR CENTER EXPERIENCE
NURSING 100
GOLDEN WEST COLLEGE**

OBJECTIVES:

1. Enhance communication skills with individuals other than family, friends, or peers.
2. Interview one senior at center focusing on the following areas:
 - a. Home environment
 - b. Basic medical and medication history
 - c. Basic nutrition assessment
 - d. Previous/current occupation
 - e. Family support available
 - f. Stressors and coping mechanisms
3. Discuss services/resources available at center to enhance senior stability at home.
4. Observe and/or interact with seniors at center participating in activities as permitted by facility and seniors (i.e. exercise class, craft sessions, card games, etc).
5. Perform General Survey on 4 seniors observing for the following:
 - a. Posture, gait, use of assistive device
 - b. Grooming
 - c. Weight
 - d. Skin color
 - e. Muscular symmetry/strength
6. Perform blood pressures as permitted by facility.
 - a. Provide senior with a written reading of blood pressure with or without recommendation to follow-up with physician.

SCHEDULE FOR DAY:

1. Arrive at center as arranged by facility (approximately 0830-0900).
2. Received tour and overview of facility purpose.
3. Interact with seniors either on a one to one basis or in activities performing tasks above.
4. Sit and dine with seniors during lunch.
5. Assist facility with any activities as needed (i.e. lunch service)
6. Post-conference for students and instructor discussing the day's experiences and how center can be a resource for students in caring for patients in the hospital.
7. End day approximately 1400-1430.