



## CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement ("Agreement") is between the **County of Fresno** ("Learning Site") and the Trustees of the California State University on behalf of California State University San Marcos ("University"). Learning Site and University are collectively referred to herein as the "Parties" or individually as a "Party." This Agreement shall be effective as of the date of the last Party's signature.

### Recitals

A. The purpose of this Agreement is to provide clinical experiences and observational opportunities at Learning Site to students enrolled in a healthcare Program of the University.

B. Consideration for this Agreement between Learning Site and University shall consist of the mutual promises contained herein. It is to the mutual benefit of the Parties to this Agreement that the students participating in the Program receive the clinical experience contemplated herein.

The Parties agree as follows:

### 1.0 General Information

1.1 The term for each student's clinical experience (e.g. academic year, semester, quarter, etc.) shall be agreed upon by both Learning Site and University prior to each student's participation at the Learning Site.

1.2 The maximum number of students to receive training during any specified term (e.g. academic year, semester, quarter, etc.) shall be mutually agreed upon by Learning Site and University at least thirty (30) days prior to beginning of any such term and shall be based on Learning Site's good faith representations regarding the availability of space, supervision and other considerations.

### 2.0 Responsibilities of University

2.1 Student Profiles. University shall supply Learning Site with a student profile, which shall include the student's name, address and telephone number prior to the beginning date of each student's participation at the Learning Site. Learning Site shall regard this information as confidential and shall use this information only as a source of identification for student.

2.2 Program Coordinator. University shall designate a faculty member to coordinate with a designee of Learning Site in the planning, implementing and coordination of the Program.

2.4 Records. University shall maintain all personnel and academic records of the students participating in the Program. University shall provide Learning Site with evidence that all students have received any and all required immunizations, possess a current, valid certification to perform cardiopulmonary resuscitation, and have health and accident insurance covering each student in California for the term of his or her clinical experience. University shall also provide results of the student's recent PPD (taken within one year prior to assignment to

Learning Site) or chest x-ray (taken within six months prior to assignment to Learning Site) as permitted by law. In addition, University shall require and students shall submit to a background check and drug screen (if required by the Learning Site). University shall provide evidence that students have satisfactorily completed said background check and drug screens prior to clinical rotation at Learning Site.

2.5 The University will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event the student is injured or becomes ill as a result of the student's participation in a learning activity at the Learning Site, except to the extent the injury or illness is caused by the negligence or willful misconduct of the University or Learning Site.

2.6 Student Responsibilities. University shall notify the students that they are responsible for:

- 1) Following the clinical and administrative policies, procedures, rules and regulations of Learning Site;
- 2) Arranging their own transportation;
- 3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination. The responsibility shall include showing proof of health insurance prior to commencement of rotation at Learning Site;
- 4) Maintaining confidentiality of patient information. Students are required to follow all confidentiality requirements, rules and procedures of the Learning Site. Neither University nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form and procedure approved by Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder. Learning Site shall reasonably assist University in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use de-identified information only in any discussions with University, its employees or agents. In no event shall University or any participating student independently solicit patient consent without first seeking permission and guidance from Learning Site. As trainees, students shall be considered members of Learning Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Learning Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Learning Site shall provide students with substantially the same training that it provides to its regular employees.
- 5) Following dress code of the Learning Site and wearing name badges identifying themselves as students of University;
- 6) Attending an orientation to Learning Site.
- 7) Immediate notification to the University of any violation of state or federal laws by themselves, or any other University student.

### **3.0 Responsibilities of Learning Site**

3.1 Clinical Experience. Learning Site shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.

3.2 Learning Site Designee. Learning Site shall designate a member of Learning Site's staff to participate with the designee of University in planning, implementing and coordinating the training Program.

3.3 Access to Facilities. Learning Site shall permit students enrolled in the Program supervised access to Learning Site as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Learning Site as determined by Learning Site in its sole discretion.

3.4 Records and Evaluations. For Speech-Language Pathology Students: Evaluations are required and completed by the Learning Site using CALIPSO a web-based system for evaluating student clinical performance. The clinic director will provide the personalized link to the supervisor. An example of the form in hardcopy version is attached in Exhibit E.

3.5 Withdrawal of Students. Learning Site may request University to withdraw from the clinical rotation any student who Learning Site determines is not performing satisfactorily, refuses to follow Learning Site'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 why Learning Site desires to have the student withdrawn. University shall respond to said request within five (5) days of receipt of same.

3.6 Emergency Health Care/First Aid. Learning Site shall, on any day when student is receiving training at its facilities, provide to students necessary emergency health care or first aid for accidents occurring at Learning Site. Learning Site shall have no obligation to furnish non-emergency medical or surgical care to any student. Learning Site shall notify the University as soon as is reasonably possible of any injury sustained, or complaint made by, a student participating in a learning activity at the Learning Site.

3.7 Orientation and Supervision. The Learning Site shall provide all faculty and students a description of their responsibilities and an orientation. Students will perform services for patients while being supervised by the on-site supervisor (preceptor) for students in preceptorships, internships and externships. The preceptors complete an evaluation form provided to them and return to the faculty. The faculty will use this evaluation form as input to the student's evaluation and course grade. Speech-Language Pathology students will be trained and supervised by an employee of the Learning Site.

3.8 Continuity of Care. At all times the Learning Site will provide staff that is adequate in quantity and experience to ensure safe and continuous speech pathology services to their clients when students are present.

3.9 COVID-19. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Site is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

3.10 Confidential Student Information. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless required by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. Disclosure of confidential information as required by court order, law or other governmental regulation shall not constitute a breach of this Agreement. University and Learning Site are legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov. Code section 6250, et seq.), and/or the Richard McKee Transparency Act of 2011 (Cal. Edu. Code section 72690, et seq.), unless such information falls under an exemption provided for under California law. The disclosure of information

pursuant to University's obligations under the Public Records Act and/or McKee Act shall not constitute a violation of this Agreement. The University is, and Learning Site may be, subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will co-operate and provide all necessary assistance in order to comply with these legal obligations. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

#### **4.0 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, sexual orientation, age, or veteran status. Further, the Parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The Learning Site also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.

#### **5.0 Status of University and Learning Site**

It is expressly agreed and understood by University and Learning Site that students under this Program are in attendance for educational purposes, and such students are not considered employees of Learning Site or University for any purpose, including but not limited to, compensation of services, employee welfare and pension benefits, or workers' compensation insurance.

#### **6.0 Insurance**

6.1 Each Party agrees to maintain professional and commercial general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

6.2 University will provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both Parties have signed this Agreement.

#### **7.0 Indemnification**

Learning Site shall defend, indemnify and hold harmless the University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Learning Site, its officers, subcontractors, assignees, appointees, agents, or employees.

University shall defend, indemnify and hold harmless Learning Site and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, agents, or employees.

This Section will survive expiration or termination of this Agreement.

## 8.0 Term and Termination

8.1 Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years with two optional renewals that will be done via written amendment unless terminated earlier. The term end shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training. The term will be extended through the end of that semester.

8.2 Termination. The Agreement may be terminated for any reason by either Party upon providing the other Party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete their work for the duration of the current semester/assignment. At the five (5) year termination date the Agreement can be renewed upon the mutual written consent of both Parties.

## 9.0 General Provisions

9.1 Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

9.2 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 assignments in violation of this Section shall be voided.

9.3 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereto.

9.4 Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

9.5 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

9.6 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.

9.7 Notices. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:  
 Maria Froehle  
 Contract Analyst  
 California State University San Marcos  
 333 S. Twin Oaks Valley Road  
 San Marcos, CA 92096-0001  
[mfroehle@csusm.edu](mailto:mfroehle@csusm.edu)

760.750.4468

TO LEARNING SITE:  
Cheri Yau  
Business Manager  
Fresno County Public Defenders Office  
2135 Fresno St. Ste 100  
Fresno CA 93721  
cyau@fresnocountyca.gov  
559.600.1543

9.8 Remedies. The various rights, options, elections, powers and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the Parties.

9.10 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

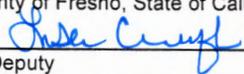
9.11 Use of Name. Nothing contained in this Agreement confers on either Party the right to use the other Party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.

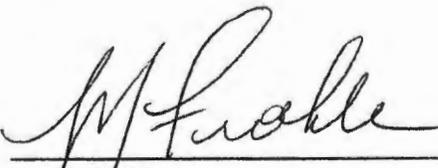
**10.0 Execution**

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

  
\_\_\_\_\_  
Name Steve Brandau  
Title Chairman of the Board of Supervisors  
Organization County of Fresno

Date: 1/12/2021

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By   
Deputy

  
\_\_\_\_\_  
Marfa Froehle  
Contract Analyst  
Procurement Operations  
California State University San Marcos

Date: 12/11/20