



### **Agenda Item Details**

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Meeting	Feb 11, 2016 - Board of Trustees Regular Meeting
Category	13. (Educational Services - Consent) The Educational Services items listed below are recommended for ratification or approval by State Law, State Regulations, or approval in accordance with the Board Policy Manual of the Kern Community College District. Only one motion is required to provide action on all.
Subject	13.16 Ratification of an allied health agreement between the Kern Community College District, on behalf of Cerro Coso Community College, and the Terrio Physical Therapy and Fitness for the provision of clinical facilities. The term is from January 5, 2016 through December 31, 2019. There is no cost to the district.
Type	Action (Consent)
Preferred Date	Feb 11, 2016
Absolute Date	Feb 11, 2016
Recommended Action	Recommended for ratification

This Allied Health Agreement provides clinical facilities suitable for the educational needs of the Nursing/Allied Health Programs and gives medical assistant students an opportunity to practice, study, and learn in a clinical facility.

### **Motion & Voting**

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Recommended for approval

Motion by John S Corkins, second by Mark Storch.

Final Resolution: Motion Carries

Ayes: Kay S Meek, Mark Storch, Romeo Agbalog, Kyle W Carter, John S Corkins, Richard Wright

ALLIED HEALTH EDUCATION PROGRAM AGREEMENT  
KERN COMMUNITY COLLEGE DISTRICT –  
Terrio Physical Therapy & Fitness

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This Allied Health Education Program Agreement (“Agreement”) is between the KERN COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, on behalf of its Cerro Coso Community College (“District”), and the party whose legal name and status are described in the signature block below (“Agency”).

**RECITALS**

This Agreement is based on the following facts and understandings of the parties:

- A. District operates curricula in subject areas related to health services (“Allied Health Programs” or “Programs”), which require students to engage in observation and clinical practice at facilities such as those maintained by Agency.
- B. Agency has clinical facilities suitable for the educational needs of District's Allied Health Programs.
- C. It is to the mutual benefit of both parties that students of District Allied Health Programs use the facilities of the Agency for their clinical laboratory learning experience. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

**TERMS**

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall commence on **January 5, 2016** and shall terminate on **December 31, 2019**. Notwithstanding the foregoing either party may terminate this Agreement with at least sixty (60) days prior written notice to the other party, except for the Radiologic Technology Program which must be given six (6) months written notice. Upon the effective date of such termination, all rights and obligations of the parties shall cease and terminate, except that each party shall perform any obligation arising out of an event occurring or circumstances existing prior to the date of termination.

2. Entire Agreement.

This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this

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Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.


3. Notices.

Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by certified or personal service upon the other party at the address listed in the signature block, or to such other address of which either party may notify the other party in writing. Notices to Agency shall be directed to the attention of \_\_\_\_\_ and if to District, notices shall be directed to the attention of the Director of Nursing/Allied Health.

4. Additional Provisions.

The attached additional provisions are part of the Agreement and fully incorporated by reference.

**AGENCY DISTRICT** Entity Name:  
Terrio Physical Therapy & Fitness

By:  DPT, CCS  
Signatory Name: Alisa Saburn DPT, CCS

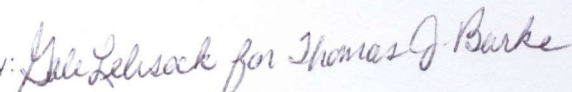
Title: Number: 661-822-2001

Main Office: 815 Tucker Rd.

Tehachapi, CA 93561

Date: 1/21/16

KERN COMMUNITY DISTRICT

By:   
Signatory Name: Tom Burke

Title: Chief Financial Officer

2100 Chester Avenue, Bakersfield, CA 93301

Date: 1/21/16

**ADDITIONAL PROVISIONS OF THIS AGREEMENT**

5. District's Responsibilities. District shall do all of the following
- (a) Establish a curriculum for the Programs, and develop and implement a plan of clinical laboratory instruction acceptable to Agency for students enrolled in the Programs.
  - (b) Establish and maintain admission requirements designed to ensure that students admitted to the Programs possess the level of physical and emotional health, character, skills, and qualifications necessary to enable them to participate in clinical laboratory education safely and competently. District shall supply Agency, on request, with a written list of requirements for admission to the Programs.

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- (c) Certify that each instructor and student participating in Allied Health Programs has complied with the drug/alcohol screening policy of District (**Exhibit A**).
  - (d) Certify that each instructor and student has received appropriate orientation to the Agency and has been instructed in occupational exposure to blood borne pathogens and general safety practices and has a signed statement of such instruction on file with District (**Exhibit B**).
  - (e) Certify that each instructor and student participating in Allied Health Programs has undergone a criminal background check to include as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides and where the Agency is located. In the event any Student receives an insufficient score, such criminal history identified shall be reported to the Agency prior to the Student's participation in the Program. District may request further consideration of any Student not receiving a passing score and provide the Agency with sufficient information as to the basis for Student's insufficient score. Agency shall promptly review such request; however, Agency may determine, in Agency's sole discretion acceptance thereof any student.
  - (f) Assume primary responsibility for the supervision, control and evaluation of students receiving clinical laboratory education at Agency's facilities, and provide an adequate number of instructors to fulfill this responsibility. In order to ensure that the Programs do not interfere with the orderly operation of Agency's facilities, District shall require each student and instructor participating in the Programs to abide by the program- or safety-related requests of any person in authority at Agency, to the extent legally permissible.
  - (g) Require each student and instructor to observe applicable regulations established by the Agency relating to dress code, student and faculty photo identification badges, and parking.
  - (h) Assume responsibility for the care and control of all supplies and materials used for the instruction of students at the Agency.
  - (i) Maintain the students' attendance and academic records.
  - (j) Cooperate with the Agency in complying with the requirements of the appropriate professional accrediting or licensing body.
6. Agency's Responsibilities. Agency shall do all of the following:
- (a) Cooperate with District in developing and implementing a plan of clinical laboratory instruction for students enrolled in the Programs.
  - (b) Permit instructors and students of District to engage in clinical laboratory instruction on its premises pursuant to the plan of instruction developed by District and approved by Agency. Agency shall exercise reasonable supervision and care for District's students at times when District personnel are not present. Agency may cancel or curtail scheduled instruction, or limit or withdraw the use of any of its facilities, whenever it determines that scheduled instruction or the use of its facilities would interfere with its effective operation.

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- (c) Allow instructors and students of District, at their own expense, to use cafeteria and other facilities provided for Agency's personnel.
- (d) Make available to instructors and students space suitable for educational meetings and storage space for instructional materials. Agency shall not be responsible for the safekeeping of instructional materials.
- (e) Cooperate with District in complying with the requirements of the appropriate professional accrediting or licensing body, including but not limited to, allowing the Radiologic Health Branch (RHB), to conduct unannounced inspections of the agency as it pertains to the Radiologic Technology Program.
- (f) Permit Agency's staff to advise and consult on the education of students provided they are able to do so without interfering with normal Agency activities.
- (g) Maintain in strictest confidence to the extent allowed by law any health-related and other information pertaining to students of District. Except in response to the order of a court or administrative body of competent jurisdiction or other valid legal process, Agency shall not provide access to or transmit such information to any third parties, nor to employees of Agency who do not have a need to know it, without the express written permission of District. Agency shall defend, indemnify, and hold District harmless from any claims, demands, liability, penalties, and lawsuits arising out of the breach of this obligation.

7. Liaison.

Each of the parties shall designate a person to act as liaison with the other for the purpose of carrying out this Agreement. The persons so designated shall meet from time to time to evaluate and implement the Programs and to exchange information, which shall include changes in the Programs and in the availability of facilities for the instruction of students.

8. Nondiscrimination.

District and Agency shall not discriminate in the assignment and acceptance of students to clinical laboratory placements and care for patients on the basis of race, color, national origin, ancestry, gender, age, religion, marital status, medical condition, or disability or any other bases prohibited by applicable law.

Neither party, nor any officer, agent, employee, or subcontractor of the party shall discriminate in the treatment or employment of any employee, contractor, or student of the other party on any ground prohibited by law, nor shall any of them harass any such person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

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This Agreement is between independent contractors, and it is not intended to create the relationship of agency, employment, partnership, joint venture, or association between the parties or any of their contractors, agents, or employees, or between the Agency and any student or instructor of District.

13. Indemnification.

Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, students, trustees, agents, successors, and assigns) against all claims, suits, expenses, losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, and (B) the act or omission of the indemnifying party, its employees, students, officers, agents, and assigns in connection with the performance of this Agreement.

In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, students, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by a court of competent jurisdiction to be caused by the sole active negligence or by the willful misconduct of the other party, its officers, employees, trustees, or agents.

The total liability of DISTRICT under this agreement shall not exceed \$2,000,000.00.

14. Insurance.

Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best Insurance Rating Guide and admitted to transact insurance business in California: (A) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (B) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (C) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (D) workers compensation insurance as required

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9. Participation of Students.

- (a) District shall ensure that no student participates in the Programs unless the student:
  - i. has met the requirements established by District and/or Programs for admission to the Programs;
  - ii. has undergone a medical examination as specified by District and taken all necessary measures for protecting the health of the student and of others; and
  - iii. complies with the requirements of this Agreement insofar as they relate to students, including, without limitation, the requirements relating to dress, compliance with rules and regulations, and insurance coverage.
- (b) District shall be responsible for providing any health examination information required by this section upon request, and shall provide Agency's accrediting/licensing body with such evidence as required to confirm that each student participating in the Programs is in a satisfactory state of health. All such requests should be directed to the Office of General Counsel, 2100 Chester Avenue, Bakersfield, CA 93301.
- (c) Agency may withdraw approval of the participation of any student for any lawful reason that it deems adequate; provided that it shall first consult with the District, unless it determines that the continued participation of any student would pose an immediate threat to the quality of patient care at Agency. District shall immediately withdraw from Agency any student for whom Agency withdraws approval.
- (d) Agency may impose reasonable limits on the number of students who may undergo clinical laboratory experience at any time. These limits may vary according to the nature of the experience.

10. Responsibility for Nursing Care.

If this Agreement relates to the provision of nursing care, responsibility for nursing care and related duties is retained by Agency's nursing service when nursing students and instructors are providing care within a patient care unit.

11. Status of Students.

All students participating in the Programs are learners. They shall not engage in patient care activities without supervision by Agency and District. Students shall not replace Agency's staff, except as may be necessary for students' experience.

12. Independent Contractors.

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under state law. Each party agrees to provide written notice to the other party within 30 days of cancellation or material change, or reduction in coverage.

District's errors and omissions and workers' compensation coverage shall extend to claims arising out of the act or omission of District's students acting within the course and scope of their participation in the clinical program as described in this Agreement.

Each party shall furnish the other party with a certificate of insurance Listing the insurance coverage(s) noticed above, and required under this section. Upon receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately provide the other party with a certificate of insurance listing the required new or renewal insurance.

Nothing in this section concerning minimum insurance coverage(s) requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

District shall inform each student of the requirements of this section.

15. Use of Names.

Neither party shall use the name of the other in any advertising materials, or for the solicitation of prospective students, without the prior written approval of the party whose name is to be used.

16. Confidentiality and HIPAA Compliance

- (a) During the term of this Agreement, District may receive from Agency, or may receive or create on behalf of Agency, certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under State and Federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations"). District represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and District specifically agrees, on behalf of itself, its subcontractors, and agents to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the HIPAA Regulations.
- (b) The parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereby specifically agree to take such action as is necessary to implement the requirements of HIPAA and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.
- (c) For purposes of this section, PHI means any information, whether oral or recorded in any form or medium that:



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- i. relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and
- ii. identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

17. Miscellaneous.

- (a) intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.
- (b) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- (c) Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- (d) Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.
- (e) Compliance with Law. In the course of performing this Agreement, each party shall observe and comply with all applicable federal, state and local laws, regulations, and ordinances now in effect or subsequently enacted.
- (f) Licenses and Permits. Agency represents that Agency's employees who will supervise District's students in their clinical experience under this Agreement are fully licensed, qualified, and competent to provide such supervision.

**PROVISIONS SPECIFIC TO THIS AGREEMENT**

**1. Amendment for Medical Assistant Externship**

Students in the Medical Assistant Externship, both Administrative and Clinical, shall be supervised, also referred to as proctored, by the Department or Office Manager of the AGENCY. The proctors may include licensed or certified Registered Nurses, Licensed Vocational Nurses (LVN), Medical Assistants at or above the level of the student, and Physician Assistants and/or Physicians. The student rotation hours may include any part of a 24 hour day. Prior to the actual rotation, the COLLEGE instructor will contact and coordinate student rotation

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schedules with the appropriate Department or Office Manager. A schedule of the instructional course clinical rotation hours will be provided by the COLLEGE instructor or designee to the Department or Office Manager of the AGENCY.

**2. Amendment for Vocational Nursing Program**

Students in the Vocational Nursing Program shall be supervised, also referred to as proctored, by a BVNPT approved instructor or by the Department or Office Manager of the AGENCY. The proctors may include licensed or certified Registered Nurses, Licensed Vocational Nurses (LVN), and Physician Assistants and/or Physicians. The student rotation hours may include any part of the 12 hour day as specified by the BVNPT Board. Prior to the actual rotation, the COLLEGE instructor will contact and coordinate student rotation schedules with the appropriate Department or Office Manager. A schedule of the instructional course clinical rotation hours will be provided by the COLLEGE instructor or designee to the Department or Office Manager of the AGENCY.

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Exhibit “A”

Kern Community College District Policy Manual  
Students / Instructional Services

4G Drug and Alcohol Screening for Students in Allied Health Programs

4G1 As a condition of admission to any Allied Health Program, with a clinical component, in the Kern Community College District, all students are required to submit to and pass a designated drug and alcohol screen.

4G2 If the Kern Community College District has a contractual arrangement with an outside organization and the outside organization requires drug screening of Allied Health Program students in that contractual program, these students must submit to and pass a drug screen.

4G3 All Allied Health Program students must sign a statement that they agree to immediate monitored drug and alcohol testing at College expense upon request of a program instructor and/or the director of the program at any time while a student is in the program. Drug and alcohol screening shall be requested whenever there is reasonable suspicion that a student is under the influence of alcohol or drugs.

4G3A Students with verified positive test results for alcohol, any illegal drug, or the abuse of prescribed or over-the-counter medication or mind altering substances will be dropped from the program. Readmission will be contingent upon satisfactory completion of an approved rehabilitation program.

4G3B If a student who has been readmitted after successfully completing a rehabilitation program fails a subsequent drug or alcohol test, the student will be dropped from the program and will be disqualified for readmission.

4G3C All information regarding drug and alcohol testing and resulting rehabilitation will be kept confidential and will be maintained in a file separate from the students' regular file in the office of the director of the program.

4G4 Each College shall develop procedures to implement Policy 4G.

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**Exhibit “B”**

KERN COMMUNITY COLLEGE DISTRICT ALLIED HEALTH PROGRAMS  
CERTIFICATION OF STUDENT INSTRUCTION IN SAFETY EDUCATION

This is to verify that I have been instructed in the following healthcare safety practices specific to the agency where I am assigned for clinical practice. When applicable, I have shown competency by return demonstration.

**SAFETY EDUCATION COMPETENCY CHECKLIST**

- Security Codes and Procedures:
- Cardiopulmonary Resuscitation
- Fire
- Bomb
- Security disaster
- Back injury prevention
- Infection Control / Blood Bourne Pathogens
- Chemical Safety / Material Safety Data Sheets
- Radiation Safety
- Location of Safety Manual, Fire Extinguishers, Evacuation Exits
- Unusual Occurrence Reporting

I AGREE to comply with all safety procedures established by each healthcare agency where I am assigned. I understand that non-compliance with safety regulations established by the agency may constitute grounds for dismissal from the agency and/or the Bakersfield College Allied Health Program.

\_\_\_\_\_  
Print Student's Name

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor's Signature

\_\_\_\_\_  
Date