

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into by and between **Azusa Unified School District, Azusa Adult Education Center (AUSD)** and **Lakshman D. Makandura, M.D.** (“Facility”).

RECITALS:

- A. AUSD offers to enrolled students in program(s) in the field(s) of **Nurse Assistant Training Program (NATP), Restorative Nurse Assistant, Pharmacy Technician, Home Health Aide, Medical Assistant and related occupations and programs.**
- B. Facility operates a comprehensive inpatient nursing facility or pharmacy licensed in the State of California (“State”).
- C. AUSD desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a pharmacy or nursing facility.
- D. Facility has agreed to make its organization available to AUSD for such purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF AUSD:

- a. **Clinical Programs.** AUSD shall be responsible for the implementation and operation of the clinical component of its program (“Program”), at Facility which Program shall be approved in advance by Facility. Such responsibilities shall include, but not be limited to, the following:
 - 1) Orientation of students to the clinical experience at Facility.
 - 2) Provision of classroom theory and practical instruction to students prior to their clinical assignment at Facility.
 - 3) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Facility.
 - 4) Provide all training and provide immediate and direct supervision of students.
 - 5) Ensure continuing oral and written communication with Facility regarding student performance and evaluation, and absences.
 - 6) Provide Facility a list of all students with their training schedule and other pertinent information.
 - 7) Supervision of not more than 15 students and their performance at Facility.
 - 8) Participation with the students, in Facility’s Quality Assurance and related programs.
 - 9) Performance of such other duties as may from time to time be agreed to between AUSD and Facility.
 - 10) AUSD complies with all local, state and federal laws and regulations.
- b. **Accountability.** All students, faculty, employees, agents, and representatives of AUSD participating in the Program while on Facility premises (“Program Participants”) shall be accountable to the Facility’s Administrator.

- c. **Student Statements.** AUSD shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- d. **Insurance.** AUSD shall maintain general and professional liability or self-insurance providing commercial general liability insurance to cover AUSD employees and students while using Facility with limits of liability not less than \$1 million per occurrence and professional liability insurance for such employees and students with limits of liability not less than \$1 million per occurrence. AUSD shall provide Facility with a certificate of insurance evidencing the required limits per this agreement for general and professional liability insurance prior to the commencement of the program. AUSD does not carry malpractice insurance on their students. This is the responsibility of the Facility.
- e. **Health of Participants.** AUSD shall provide to Facility satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to patients, employees, volunteers, or guests prior to his or her participation in the Program. Such evidence shall include without limitations the completion of a two (2) step tuberculin skin test (within the last six (6) months), or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive tuberculosis test result, and physical examination and evidence of immunity from rubella, measles, chicken pox, and Hepatitis B & C. AUSD and/or the Program Participant shall be responsible for arranging of the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Facility.
- f. **Criminal Screening.** AUSD shall provide assurance that all students have completed criminal screening.
- g. **Dress Code; Meals.** AUSD shall require the students to dress in accordance with dress and personal appearance standards approved by AUSD. Such standards shall be in accordance with Facility standards regarding same. Program Participants shall pay for their own meals at Facility.
- h. **Performance of Service.** All faculty provided by AUSD shall be duly licensed, certificated or otherwise qualified to participate in the Program at Facility. AUSD shall have a specially designated staff for the performance of the services specified herein. AUSD and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulation of Azusa Adult Education Center as may be in effect from time to time. Neither AUSD nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.
- i. **OSHA Compliance.** AUSD shall be responsible for compliance by Program Participants with the final regulation issued by Occupation Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupation Safety and Health Act of 1970, which regulation became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as the "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training

about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employees should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. AUSD responsibility with respect to the Regulation also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

2. RESPONSIBILITIES OF FACILITY:

- a. Facility shall accept the students assigned to the Program by AUSD and cooperate and assist in the orientation of all Program Participants to Facility. Facility shall provide the opportunities for such students, who shall be supervised by AUSD and Facility, to observe and assist in various aspects of patient care. Facility shall coordinate AUSD rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.
- b. Facility staff may not be used to proctor, shadow, or teach the training program students. Facility nursing staff will not be decreased because students are training in the facility. Facilities shall have a list of names of all students with their training schedule to be provided by AUSD.
- c. Upon the request of AUSD, Facility shall assist AUSD in the evaluation of each Program Participant's performance in the Program. However, AUSD shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- d. Facility shall maintain general and professional liability insurance or self-insurance providing commercial general liability insurance to cover Facility employees while using Facility with limits of liability not less than \$ 1 million per occurrence and professional liability insurance for such employees with limits of liability not less than \$1 million per occurrence. The Facility shall provide AUSD with a certificate of insurance evidencing the required limits per this agreement for general and professional liability insurance prior to the commencement of the program. The Facility shall send the certificate of insurance to the AUSD addressed as follows:

Azusa Adult Education Center
1040 E. Gladstone St.
Azusa, CA 91702

- e. Both entities must agree to comply with all local, state and federal laws and regulations.

3. MUTUAL RESPONSIBILITIES:

The parties shall cooperate to fulfill the following mutual responsibilities:

- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or AUSD.
- b. Any courtesy appointments to faculty or staff by either AUSD or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.
- c. Both the Facility and AUSD agree to hold harmless, defend and indemnify the other party and the officers, employees, boards, volunteers and agents of the other party from and against any

and all losses, claims, actions, damages, expenses, or liabilities, including reasonable attorney's fees, to which either may become subject in connection with the other party's negligence related to the scope of activities in the clinical instruction program at Facility. This Agreement does not however, extend to claims or actions that result from each party's own negligence.

- d. Both AUSD and Facility agree to carry worker's compensation insurance to protect its respective employees and AUSD agrees to carry worker's compensation insurance for its students of the **Nurse Assistant Training Program (NATP), Restorative Nurse Assistant, Pharmacy Technician, Home Health Aide, Medical Assistant and related occupations and programs** at a limit determined by the Labor Code of the State of California and Employer's Liability insurance in the amount of \$1 million or its current limit of each, whichever is greater. Proof of such coverage will be furnished prior to the commencement of the Agreement.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS:

- a. Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services for unprofessional behavior.
- b. Facility may request AUSD to withdraw or dismiss a student or other Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant's participation in the Program at Facility shall immediately cease. Subject to the provisions of Subparagraph 4a. above, it is understood that only AUSD can dismiss the Program Participant from the Program at Facility.

5. INDEPENDENT CONTRACTOR:

The parties hereby acknowledge that they are independent contractors, and neither AUSD nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be constructed as establishing a partnership or joint venture or similar relationship between the parties hereto. It is expressly understood that AUSD will be responsible for all legally required tax withholding for itself and its students, employees, instructors or agents under this Agreement. No Program Participant shall look to Facility for any salaries, insurance or other benefits. The provisions of this Paragraph shall survive expiration or other termination of this agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION:

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodations, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY:

- a. **Hospital/Pharmacy and Patient Information; Term of Agreement.** AUSD and its agents, students, faculty, representatives, and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to a third party without the express prior written consent of Facility. AUSD shall not disclose the terms of this agreement to any person who is not party to this

Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provisions of this Agreement, immediately terminating this Agreement upon written notice to AUSD

- b. HIPAA Compliance.** AUSD agrees to comply with the applicable provisions of the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C § 1320d through d-8 (“HIPAA”), and the requirements of any regulation promulgated hereunder including without limitation the federal privacy regulation as contained in 45 CFR, Part 164 (the “Federal Privacy Regulation”) and the federal security standards as contained in 45 CFR, Part 142 (the “Federal Security Regulations”). AUSD agrees not to use or further disclose any protected health information, as defined in 45 CFR, 164.504, or individually identifiable health information as defined in 42 U.S.C § 1320d (collectively, the “Protected Health Information”), concerning a patient or other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitations the Federal Privacy Regulations and the Federal Security Regulations. AUSD will implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as provided for by this Agreement. AUSD will promptly report to Hospital any use or disclosure of a patient’s Protected Health Information not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulation, or the Federal Security Regulations of which AUSD becomes aware. In the event, AUSD with Hospital’s approval, contracts with any agents to whom AUSD provides a patient’s Protected Health Information, AUSD shall include provisions in such agreements whereby AUSD and agent agree to the same restrictions and conditions that apply to AUSD with respect to such patient’s Protected Health Information. AUSD will make its internal practices, books, and records relating to the use and disclosure of a patient’s Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations.
- c. Survival.** The provisions of the paragraph 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. TERM; TERMINATION:

- a.** This Agreement shall commence on 06/23/2023 and expire on 06/30/2024 at which time this Agreement **shall automatically be extended for additional, successive twelve (12) month terms** (each such twelve-month term herein is referred to as an “Extension Term”).
- b.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least (30) day’s prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed three (3) months.

9. ENTIRE AGREEMENT:

This agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended

or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. ARBITRATION:

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, of the breach hereof shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the American Arbitrators Association. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the tenancy of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

12. CAPTIONS:

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provision of this Agreement.

13. 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 of the provision contained herein.

14. GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

15. ASSIGNMENT; BINDING EFFECT:

Facility and AUSD may not assign or transfer any of its rights, duties or obligation under this Agreement, in whole or in part, prior written consent of either party. This agreement shall inure to the benefit of, and be binding upon, the parties' hereto and there respective successors and permitted assigns.

16. NOTICES:

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

If to AUSD:

Azusa Unified School District
Azusa Adult Education Center
1040 E. Gladstone St.
Azusa, CA 91702
Attn: Anthony Contreras, Ed.D.

If to Facility:

Lakshman D. Makandura, M.D.
910 S. Sunset Ave #8
West Covina, CA 91723


or to such other persons or places as either party may from time to time designate by written notice to the other.

Notwithstanding the term of this Agreement, the parties hereto have executed this Agreement on 06/23/2023.

AZUSA UNIFIED SCHOOL DISTRICT

By: _____
Name: Norma Camacho
Title: Assistant Superintendent, Educational Services

AZUSA ADULT EDUCATION CENTER

By:  _____
Name: Anthony Contreras, Ed.D.
Title: Principal, Adult Education

DR. LAKSHMAN D. MAKANDURA, M.D.

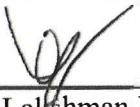
By:  _____
Name: Dr. Lakshman D. Makandura, M.D.
Title: President/Owner

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **Dr. Lakshman D. Makandura, M.D.** ("Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by AUSD ("School") at Facility unless such injury or loss arises solely out of Facility's gross negligence or willful misconduct.

Dated this _____ day of _____, 2023

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledge his/her responsibility under applicable Federal law and the Agreement between AUSD (“School”) and Dr. Lakshman D. Makandura, M.D. (“Facility”), to keep confidential any information regarding Hospital patients, as well as all confidential information of Facility. The undersigned agrees, under penalty of law, not to reveal to any persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Facility, except as require by law or as authorized by Facility.

Dated this _____ day of _____, 2023

Program Participant

Witness