

AZUSA PACIFIC UNIVERSITY  
SCHOOL OF NURSING  
and

AZUSA UNIFIED SCHOOL DISTRICT

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called "UNIVERSITY") and Azusa Unified School District, domiciled in the City of Azusa, State of California (hereinafter called "FACILITY"), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor's, Master's and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor's, Master's or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is

the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

(a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.

(b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in

the aggregate, for its employees, agents, and students.

- (c) General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.
- (d) UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- (e) FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

#### 4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

#### 5. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input from the FACILITY preceptor(s).
- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

6. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves

the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

7. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

8. MISCELLANEOUS:

- (a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients, and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.
- (b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.
- (c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of initial assignment. All students are assured that if the hepatitis B vaccination has

previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

- (d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.
- (e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of two (2) immunizations, Quantiferon Gold or two-step PPD Test followed by annual renewals or chest x-ray and tuberculosis questionnaire showing no active tuberculosis, two (2) immunizations or positive titer for Varicella-zoster virus (chicken pox), proof of immunization, three (3)-series, against hepatitis B (heptavac) or positive titer, and evidence of a Tetanus, Diphtheria, Pertussis, (Tdap) vaccination. UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.
- (f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered "completed" if it includes all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

9. MUTUAL INDEMNIFICATION:

- (a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may

arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, and employees during the course and scope of a UNIVERSITY's student's clinical training.

- (b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

10. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

11. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

- (a) **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.
- (b) **Students Participating in Unpaid Internship at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall

be responsible for providing insurance coverage for such students' activities as an employee.

- (c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party.

12. **GOVERNING LAW:**

This Agreement shall be construed and enforced in all respects to the laws of the State of California. Both Parties agree that any action brought under this Agreement shall be exclusively in the County of Los Angeles.

13. **ATTORNEY'S FEES:**

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or to enforce any obligation owing under the Agreement, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to the attorney's fees, expert witness fees, and costs incurred by reason of the litigation or arbitration. The amount recoverable includes attorney's fees and expert witness' fees incurred in preparation for or investigating of any matter relating to the litigation or arbitration.

14. **ENTIRE AGREEMENT:**

This Agreement contains the entire understanding between Parties with respect to the subject matter of this Agreement and incorporates all of the covenants, conditions, promises, and



agreements exchanged by Parties hereto. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

15. SEVERABILITY:

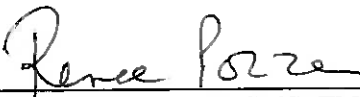
If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of such applicable laws without invalidating the remaining provisions herein, unless such an invalidity or unenforceability would defeat an essential business purpose of this Agreement.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AZUSA UNIFIED SCHOOL DISTRICT  
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By \_\_\_\_\_

By  \_\_\_\_\_  
Renee Pozza PhD, RN, CNS, FNP-BC,  
FAASLD  
Interim Dean, School of Nursing