

HEALTH SCIENCES PROGRAM AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into this 27th day of September, 2020, in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College ("School"), located at 1530 West 17th Street, Santa Ana, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY"), located at 101 The City Drive, Orange, CA.

WITNESSETH:

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, School of Medicine, fully accredited for training graduate and undergraduate students, hereinafter referred to as "SCHOOL"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

I. STATUS OF HEALTH SCIENCES STUDENTS

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STUDENTS.

III. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL

- A. The Chief Operating Officer of the MEDICAL CENTER is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.

- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or

ethical behavior, the UNIVERSITY may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.

- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined

appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

VI. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VII. INSURANCE

A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance
(contractual liability included) with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate (Not applicable to the Comprehensive form)
\$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A.(1), (2) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, employees. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.

C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Insurance Program with limits as follows:
 - (a) Each Occurrence \$2,000,000
 - (b) General Aggregate \$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B.(1), (2) and (3) shall not in any way limit the liability of UNIVERSITY.

The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

XIII. REQUIRED NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United

States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

Adam O'Connor ~~Peter J. Hardash~~

Interim Vice Chancellor, Business Operations/Fiscal Services

Rancho Santiago Community College District

2323 N. Broadway

Santa Ana, CA.

With a copy to the following:

Mary Steckler, RN, MSN, CNE

Interim Associate Dean, Health Sciences/Nursing Director Santa Ana College

1530 W. 17th Street

Santa Ana, Ca. 92706

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Director

Risk Management

UCI Medical Center 101 The City Dr.

Rte 153 Orange, CA 92868

With a copy to the following:

Susan Greco

Clinical Placement Coordinator, NQRE

UCI Health

101 The City Dr. S.

SAC-20-055

Orange, Ca. 92868

IX. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

X. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XI. USE OF PARTIES' NAME

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of

effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to

bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

I. COOPERATION IN DISPOSITION OF CLAIMS


- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

AFFILIATE

Steve Goldstein, MD, PhD
Vice Chancellor for Health Affairs
University of California, Irvine


Adam O'Connor (Oct 9, 2020 14:11 MDT) 09-Oct-2020
~~Peter J. Hardash~~
Interim Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
TAX ID # 952696799

SAC-20-055

EXHIBIT # 2009

FOR THE PERIOD OF September 27, 2020 through September 26, 2023 to the

HEALTH SCIENCES PROGRAM AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TERM AND PROGRAM DETAILS

- A. This Agreement shall become effective as of that commencement date specified in Paragraph 1, and shall continue in effect for a maximum of three (3) years unless terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this Agreement may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Associate Degree in Nursing (ADN) #2009.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to provide patient care experience.
- D. The maximum number of student participants in the program at any given time shall be 20-28 per semester.

- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UCI Medical Center 101 The City dr. S. Orange, Ca. 92868.
- F. For purposes of scheduling the training experience, the time of facility availability shall be based on program needs and availability, subject to terms V.E-G.

ADDENDUM TO UCI HEALTH SCIENCE AGREEMENTS
COVID-19 ACKNOWLEDGMENT FOR ON-SITE STUDENTS

Notwithstanding any other provision of this Agreement, School acknowledges on behalf of itself and its faculty, employees, trainees, and/or students, the following:

A healthcare emergency as defined by the Governor of the State of California currently exists as result of the COVID-19 Pandemic. Southern California, including Orange County, is currently experiencing increased infection activity throughout the population.

UC Irvine Medical Center (“UCIMC”) currently provides care and treatment to individuals who suffer from COVID 19 in both its inpatient and outpatient facilities.

School, its employees, faculty, and students individually and collectively acknowledge that participation in the training program at UCIMC may directly or indirectly expose individuals to persons suffering from COVID 19. UCIMC shall take such steps as it, in its sole discretion, shall deem necessary and appropriate to minimize the risk to students/trainees of becoming infected with COVID-19 while on the premises of UCIMC. HOWEVER, University cannot assure any student or faculty member that they will not become infected with COVID- 19 by virtue of their participation in training activities at UCIMC. As such, in addition to section VII (Indemnification) of this Agreement, School hereby agrees to defend and indemnify University from any and all claims, suits or filings, in court or otherwise, that allege or contend that as a result of negligent conduct by UCI, a student or employee of School, was infected by COVID - 19 as a result of participation in learning or training activities at UCIMC pursuant to this Agreement.

This Addendum shall only be in effect for the fall 2020 semester.

This Addendum shall have no force or effect if subsequent state or federal legislation relieves the School of liability.

School /Facility Representative:


Adam O'Connor (Oct 9, 2020 14:11 MDT)

Date: 09-Oct-2020

University Representative:

SAC-20-055

Date: _____


URGENT: SAC-20-055 FINAL ItemNo 3.13 UCI Agmt (09-14-20 RSCCD BOT DOCKET) 10.8.2020

Final Audit Report


2020-10-09

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