

EXHIBIT G

Clinical Affiliation Agreement

This Clinical Affiliation Agreement (this "Agreement") dated as of December 13, 2023, is entered into by and between Rancho Santiago Community College District, a California public community college district ("RSCCD") and Santa Ana Unified School District, a California public school district ("SAUSD"), and is attached as Exhibit "G" to that certain Master Collaboration Agreement dated September 14, 2022 entered into between RSCCD and SAUSD ("Master Agreement").

RECITALS

- A. SAUSD and RSCCD desire to contribute to community health education and the preparation of adults to pursue careers in the nursing and medical fields.
- B. RSCCD operates Santa Ana College ("College") and is a duly accredited educational institution that offers a nursing preparation program (the "Program") that includes a requirement that students ("Program Students") participate in a clinical experience rotation ("Rotation") as described and identified herein and for which RSCCD has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency.
- C. SAUSD operates health offices on school campuses, staffed with duly credentialed nurses and other support staff, which provide medical support to students during the school day (each such facility identified herein as a "Clinical Facility") and which facilities allow Program Students to obtain clinical experience.
- D. SAUSD and RSCCD desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of Program Students.

TERMS

1. CLINICAL EXPERIENCE ROTATION

SAUSD agrees to provide Program Students who are specified by RSCCD with a Rotation, in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. DEVELOPMENT OF CURRICULUM

RSCCD shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion and graduation. RSCCD acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and RSCCD shall provide a copy of such performance objectives to SAUSD on or before Program Student placement. SAUSD shall be fully responsible for the availability and appropriateness of the learning environment in relation to the Program's written objectives.

3. EXPOSURE TO BLOODBORNE PATHOGENS

Program Students and RSCCD faculty will comply with any and all regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace, including but not limited to responsibility as the employer to provide all Program Students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the Program Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. APPLICABLE PROCEDURE: ACCEPTANCE

RSCCD agrees to provide SAUSD with a list of the name(s) of Program Students who will be participating in a Rotation.

5. ACADEMIC YEAR

The academic year consists of Fall and Spring semesters.

6. ROTATION SCHEDULE

The Rotation schedule shall be determined by RSCCD and SAUSD and may be amended from time to time by agreement of the parties. The number of Program Students in each Rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

7. ORIENTATION

SAUSD and RSCCD shall provide an orientation for assigned Program Students participating in each Rotation.

8. COMPLIANCE WITH SAUSD RULES

SAUSD shall make available all applicable governing instruments, policies and procedures, rules and regulations of SAUSD to each Program Student participating in a Rotation, and Program Students shall comply with these rules.

In providing the Program Students with the clinical Rotation that is the subject of this Agreement, SAUSD shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

9. CONFIDENTIALITY OF SAUSD STUDENT RECORDS

Program Students and faculty understand and agree that SAUSD's student files and treatment records are confidential pursuant to the Federal Educational Rights and Privacy Act ("FERPA"), Individuals with Disabilities Education Act ("IDEA"), Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Transactions and Code Sets Rules applicable to Medical billing and health clinics, and state law. SAUSD shall adopt and enforce whatever policies

and procedures are reasonably necessary to protect the confidentiality of student records as defined herein.

10. CLINICAL COORDINATOR (RSCCD)

RSCCD agrees to designate a coordinator for the Program (hereinafter, "Clinical Coordinator"). The Clinical Coordinator, who may be an academic instructor, shall be responsible for all teaching activities whether at a Clinical Facility or another facility of RSCCD.

11. CLINICAL ADVISOR (SAUSD)

SAUSD agrees to designate a clinical advisor or coordinator (hereinafter, "Clinical Advisor") who shall provide input to the clinical performance and evaluation of RSCCD student(s), be a resource person for RSCCD's faculty and Program Students, and shall communicate with the Clinical Coordinator designated by RSCCD regarding the proposed curriculum and the performance of individual Program Students and shall arrange formal orientation to the facility for the faculty and Program students.

12. SUPERVISION OF STUDENTS

The supervision and direction of Program Students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (RSCCD) or designee as guided by the instructional objectives. No direct, hands-on care to SAUSD students shall be provided by Program Students at a Clinical Facility, except in accordance with all applicable laws, SAUSD and SAUSD staff rules, regulations, policies and procedures. RSCCD recognizes SAUSD student rights to refuse care provided by a Program Student at Clinical Facility.

13. REMOVAL OF STUDENTS

SAUSD retains the right to exclude any Program Student at any time from any clinical area. Any Program Student who is asked to leave by SAUSD shall do so promptly and without protest. SAUSD shall also have the right, at any time, to request RSCCD to remove a Program Student permanently from the Rotation. Except as otherwise provided under any applicable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

14. STUDENT CARE

Nothing in this Agreement shall be construed as conferring any right or duty upon RSCCD, its Program Students or faculty members, to control or direct SAUSD student care or operations at a Clinical Facility. SAUSD shall maintain sole responsibility and accountability for student care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

15. STUDENT EVALUATION

In the case of direct supervision of the Program Students by the Clinical Coordinator, the Clinical Coordinator shall be responsible for evaluating the Program Students. Unless otherwise mutually agreed between the Clinical Coordinator and the Clinical Advisor, if the Clinical Coordinator solicits input, SAUSD shall be responsible for submitting verbal input to the Clinical Coordinator evaluating and appropriately documenting the performance of each Program Student in the clinical Rotation. The appropriate forms, if any, shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of

SAUSD regarding the performance of any student during the Rotation. RSCCD shall keep records on the progress and evaluation of each Program Student's clinical experience during a Rotation for a period of three (3) years following the end of the specific Rotation in which the Program Student is involved.

16. ONGOING COMMUNICATION

RSCCD and SAUSD shall meet regularly to discuss and evaluate the Program and determine whether any adjustments or changes should be made.

17. MATERIALS

RSCCD agrees to provide students with all educational material required during the Program.

18. [Reserved]

19. NO PAYMENTS OR OTHER REMUNERATION

RSCCD agrees that no fees or monetary payments of any kind shall be exchanged between SAUSD, its agents and employees, and RSCCD, its agents, employees and students under the terms of this Agreement. Further, neither RSCCD, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by students. The only exception shall be when SAUSD and RSCCD mutually agree to pay a Clinical Advisor a stipend for duties directly related to RSCCD's program.

20. NO RIGHT OF EMPLOYMENT

The parties agree that the students of RSCCD shall not be considered employees, agents or volunteers of SAUSD, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of SAUSD, including but not limited to, Social Security, unemployment and workers' compensation insurance.

21. PROGRAM STUDENT HEALTH RECORDS

Any Program Student participating in a Rotation shall, at the request of SAUSD, provide a current statement from his or her physician that the Program Student is in good health and capable of participating in the Rotation. SAUSD, upon request, may require that any Program Student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the Program Student. Any Program Student participating in a Rotation shall provide verification of annual T.B. screening, immune status for mumps, rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B), and influenza vaccine (or signed waiver for influenza vaccine).

22. STUDENT MEDICAL CARE

To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a Program Student during performance of his/her clinical training during a Rotation, the Program Student may be treated by SAUSD as appropriate.

23. CONFIDENTIALITY OF PROGRAM STUDENT RECORDS

SAUSD shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and/or the Family Educational Rights and Privacy Act of 1974, concerning any Program Student participating in the Rotation, unless disclosure is authorized by (a) the Program Student in writing, or (b) disclosure is ordered by a court of competent jurisdiction.

24. VERIFICATION

RSCCD warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable SAUSD to offer the Rotation to RSCCD's students participating in the Program. If requested by SAUSD, RSCCD will provide SAUSD with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. RSCCD covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

SAUSD

RSCCD:

SANTA ANA UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

Print Name: Michael Lopez

Print Name: Iris I. Ingram

Title: Director of Purchasing

Title: Vice Chancellor, Business Services

Date: _____

Date: _____

[END OF EXHIBIT G.]