

CLINICAL AFFILIATION AGREEMENT

Between

West Coast University, Inc.

151 Innovation Drive, Irvine, CA 92617

And

Perris Union High School District

West Coast University, Inc. (hereafter referred to as "the Schools,") and, Perris Union High School District (hereafter referred to as "the Facility,") agree that educational experiences will be provided at the Facility for students in the program of the Schools.

RECITALS

WHEREAS, Schools have programs wherein clinical/community/externship experience is a required and integral component of the curriculum; and

WHEREAS, Schools desire the cooperation of Facility in implementing a clinical/community/externship experience to provide training to students in the practical applications of their field of study as outlined in Schedule A – Program Contacts; and

WHEREAS, Facility will benefit from the contributions of the students participating in the Program;

WHEREAS, Facility wishes to assist the Schools in implementing the Program(s);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Schools and Facility enter into this Agreement on the terms and conditions set forth below.

1. **Responsibilities of Schools and Facility**

The faculty of the Schools will assume responsibility, in coordination with the staff of the Facility, for the assignment of students.

Students will be subject to rules and regulations of the Facility. The Facility will provide an orientation to its policies and processes to students when the externship commences. The Facility reserves the right to terminate a student from continuing participation in the clinical training program at their location, and will notify the Schools as soon as possible of any such termination.

The Facility will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Facility and/or the direct and indirect care of patients.

The Facility will provide students with appropriate feedback on their professional performance, formally review each student's progress, and complete the necessary evaluation forms on the performance of each student. Completed evaluation forms shall be provided to Schools by Facility.

The Schools agree to indemnify, defend and hold harmless the Facility, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury,

death, personal injury, or property damage suits arising from services performed by the Schools' enrolled students or Schools' employees pursuant to this agreement.

The Facility agrees to indemnify, defend and hold harmless the Schools, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from the negligent, reckless or willful acts of the Facility or its employees, agents or officers, pursuant to this agreement.

The Schools shall provide liability insurance for all of their externship students at the Facility. Such insurance shall be primary to and not contributing with any other insurance maintained by the facility as an additional insured, and shall be limited to that explained on the attached certificate and endorsement. The Schools shall maintain liability insurance for student(s) in an amount not less than one million dollars (\$1,000,000) per incident with three million dollars (\$3,000,000) annual aggregate.

The Schools have established that students will not be compensated by the Facility or the Schools monetarily or otherwise, for the externship experience provided by the client. Students will receive an orientation to the facility. Faculty members and facility staff supervisors will evaluate student performance in mutual consultation according to guidelines outlined in the approved curriculum.

The Schools comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title II of the Older Americans Amendment of 1975, and all related regulations and assures that it does not, will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance.

2. Student Role

The parties agree that students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the Schools or the Facility for any purpose, including Workers' Compensation or employee benefit programs. Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training under this Agreement.

3. Term and Termination

The term of this agreement is two (2) years commencing November 28, 2018, and terminating June 30, 2020. This agreement may be renewed for up to three, one (1) year terms upon mutual written consent. Either party may terminate this agreement on thirty (30) days written notice to the other in advance of the next training experience.

4. Complete Agreement

This Agreement constitutes the complete understanding of Schools and Facility regarding their relationship and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

5. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and/or to be performed in California, without regard to any choice of law provisions thereof.

6. Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Riverside County, California in accordance with the rules of the American Arbitration Association by a single arbitrator. The arbitrator's award shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow.

7. Severability

Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held invalid or unenforceable by any body of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

8. Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information, Documents and/or Data

Pursuant to all applicable laws, rules, regulations and orders of any state, local, federal and non-U.S. jurisdiction and any administrative agency, both parties agree to notify the other within 24 business hours of any breach or suspected or potential breach of the privacy and/or security of any Protected Health Information and/or other private information, documents and/or any other data.

FERPA: Facility agrees to maintain the confidentiality of all participating students' academic records pursuant to the Family Education Rights and Privacy Act of 1974, as amended.

HIPAA and Related Regulations: Schools hereby agree to comply, and to cause its faculty members and students to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments and regulations thereto, and agrees to inform the students and its faculty members of these requirements. In addition, Schools will provide instruction to the students and faculty in safeguarding the privacy of Protected Health Information (PHI); and will maintain verification of such training on file for the applicable time period pursuant to all pertinent and applicable local, state, and federal regulations, including HIPAA regulations.

9. Notice

All notices to be given under this Agreement shall be in writing, given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

SCHOOLS: West Coast University
151 Innovation Drive
Irvine, CA 92617
Attention: Renee Schweitzer, DNP, RN, FNP

FACILITY: Perris Union High School District
155 E 4th St
Perris, CA 92570

10. Authority to Sign.

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.


11. No Third Party Beneficiaries

This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

12. 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 provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

 Joe Lawrence

Perris Union High School District

 Renee Schweitzer

VP University Relations
West Coast University, Inc.

11/27/18
Date

November 27, 2018
Date

Schedule A – Program Contacts

Please check the box next to the programs to which this Clinical Affiliation Agreement will apply and provide contact information for the person responsible for that area:

Programs of West Coast University, Inc.

Program Name/Facility Contact	Program Name/Schools Contact
<input type="checkbox"/> Nursing Contact name: Address: Phone: Email:	Nursing Department: MSN & BSN Renee Schweitzer, DNP, RN, FNP Vice President of University Relations/Nursing Faculty 151 Innovation Drive Irvine, CA 92617 Direct: (949) 783-4811 Email: rschweitzer@westcoastuniversity.edu
<input type="checkbox"/> Pharmacy Contact name: Address: Phone: Email:	Pharmacy Department: PharmD Diem Thai, Pharm D, Assistant Dean, Experiential Education 590 N. Vermont Avenue Los Angeles, CA 90004 Office: 323) 454-5028 Email: dThai@westcoastuniversity.edu
<input type="checkbox"/> Physical Therapy Contact name: Address: Phone: Email:	Physical Therapy Department: DPT Jessica Rancour, PT, DPT, Cert. MDT Assistant Professor / Director of Clinical Education 590 N. Vermont Avenue Los Angeles, CA 90004 Phone: (323) 454-5062 Email: jrancour@westcoastuniversity.edu
<input type="checkbox"/> Occupational Therapy Contact name: Address: Phone: Email:	Occupational Therapy Department: OTD & MSOT Arameh Anvarizadeh, OTD, OTR/L Assistant Professor/Acad. Fieldwork Coordinator 590 N. Vermont Ave Los Angeles, CA 90004 Phone: (323) 454-5030 Email: aanvarizadeh@westcoastuniversity.edu
<input type="checkbox"/> Health Administration Contact name: Address: Phone: Email:	Health Administration Department: MHA Justin Ako, DC, BSBA Dean, Master of Health Administration Program 151 Innovation Drive Irvine, CA 92617 Phone: 323-454-5041 Email: jako@westcoastuniversity.edu