

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
July 13, 2020

CONSENT CALENDAR

6

Pharmacy Technician Program - Family Healthcare Network

Status: Action

Presented by: Jennifer Vega La Serna
 Vice President, Academic Services

Issue

Effective July 13, 2020, the District entered into an agreement with

- Family Healthcare Network
305 E Center Ave
Visalia, CA 93277

to offer clinical experiences for students enrolled in the District's Pharmacy Technician program.

Background

The Nursing and Allied Health Division's Pharmacy Technician Program requires a clinical externship program component as part of the curriculum. Family Healthcare Network is qualified and has the facilities and personnel to provide clinical training to Pharmacy technician students participating in the program and is prepared to enter into this agreement with the District. *The Pharmacy Technician Externship Instructor* on behalf of the District will establish and maintain ongoing communication with the Clinical Instructors at Family Healthcare Network.

Recommended Action

It is recommended that the Board of Trustees approve the District's entering into an agreement with Family Healthcare Network for the purpose of clinical education for students enrolled in the Pharmacy Technician Program.



Family HealthCare Network STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is effective on the July 13, 2020 by and between College of the Sequoias on behalf of it’s Governing Board; whose principal place of business is 915 S. Mooney Boulevard Visalia, CA 93277, (hereinafter referred to as “COS”), and **Family HealthCare Network** whose principal place of business is **305 E Center Ave Visalia, CA 93277** (hereinafter called “**FHCN**”)

Part I - BASIS AND PURPOSE OF THE AGREEMENT:

‘WHEREAS’: COS and the **FHCN** acknowledge a public obligation to contribute to education needs of students during clinical practice.

FHCN has clinical facilities suitable for the educational needs of the COS Pharmacy Technician Program.

It is to the mutual benefit of both COS and **FHCN** that students have opportunities for clinical education as students and future practitioners without regards to age, sex, creed, race and/or disability in accordance with federal and state laws.

‘THEREFORE’: The following agreement is affected by the proper authorizing bodies of both parties, each in independent status from the other and accepting joint responsibility for everything not written in the agreement. The agreement is to be governed by the following general concepts of cooperative action:

A. For the programs in general

1. COS assumes full responsibility for offering educational programs eligible for accreditation by the Western Association of Schools and Colleges.
2. COS will meet the same quality of standards of educational programs in pharmacy technician as it does in all other curriculum offerings in the college.

B. Clinical Instruction

1. COS will provide the necessary faculty for the pharmacy technician program who are both qualified teachers and competent practitioners. COS will provide faculty credentials to be reviewed by the Academic Dean prior to the beginning of the school term. Faculty will be expected to meet basic competencies in the clinical area where they supervise students.

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2. COS pharmacy technician faculty will plan, develop, implement, and be responsible for all clinical instruction and evaluation of students.

3. COS will provide an orientation period during which pharmacy technician faculty can become familiar with **FHCN** policies, practices, and facilities before instructing students there. Students will also have an orientation before instruction begins.

4. COS will develop a “Clinical Instruction Plan” for using **FHCN**’s clinical areas to meet the educational goals of the curriculum in pharmacy technician. This plan shall be made available to the **FHCN** two (2) weeks prior to the beginning of the school term and subject to revision in instances where conflicts with patient care responsibilities seem to exist.

5. The faculty will be responsible for learning and complying with the policies and regulations of both COS and **FHCN** as they apply to the clinical instruction experience.

6. The faculty shall be available to serve as resource person to **FHCN** staff in matters contributing to the quality of patient care and sharing knowledge as clinical experts.

7. COS is responsible to assure that students assigned to **FHCN** for clinical instruction meet both COS and **FHCN** health policy requirements, including a current TB skin test and current American Heart Association BLS CPR card, and have the academic ability to profit from the experience.

C. Responsibilities and privileges of COS

1. COS shall establish the educational objectives for the program and implement the program pursuant to these objectives. Program objectives and curriculum must meet accrediting or licensing body requirements.

2. COS shall assign students to **FHCN**, who meet pharmacy technician requirements and qualifications to participate in the program. A list of student names, dates, and location of placement will be provided to **FHCN** Education Director prior to any assignment of students.

3. COS shall appoint an Education Instructor of Record/faculty member to administer COS responsibilities related to the program.

4. COS shall establish and maintain ongoing communication with **FHCN** Student Coordinator regarding the program.

5. COS shall notify **FHCN** Student Coordinator, at a time mutually agreed upon, of COS planned schedule of students’ assignments, including the names of the students, level of academic preparation, competency, and length, date and location of the clinical experiences to insure students’ duties are commensurate with their skill and experience.

6. If applicable, COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.

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7. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **FHCN** and all reasonable directions given by qualified **FHCN** personnel.

8. COS shall inform **FHCN** in the event that a student withdraws from the program or otherwise is unable to complete the program.

9. COS shall ensure that all students have:

- (1) current measles, mumps, rubella immunizations and history of chicken pox/varicella titer blood test
- (2) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits
- (3) a Hepatitis B Series or a signed waiver declining immunization
- (4) current American Heart Association Health Care Provider BLS certification

10. COS shall submit to **FHCN** an “Affiliated School Roster” (see Exhibit B) with required immunizations and background check clearance prior to students starting rotation.

11. COS shall provide **FHCN** with the Instructor of Record/faculty member responsibilities.

12. COS shall provide **FHCN** with the HIPAA requirements addressed in Attachment A and the Confidentiality Agreement for External Entities addressed in Attachment B.

13. COS has the privilege of regularly scheduled meetings with **FHCN** staff including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in pharmacy technician. Instructors will attempt to solve any problems which may arise with personnel on the unit involved. If further discussion is warranted, the instructor and Academic Dean will meet with the appropriate **FHCN** Director.

14. At least one annual meeting is held between the Academic Dean or a designee(s) of COS and the Pharmacy Director, or a designee(s) of **FHCN** to discuss the clinical experiences and any opportunities identified by either party to improve the pharmacy services to patients.

Part II – RESPONSIBILITIES AND PRIVILEGES OF FHCN

A. General Responsibilities

1. **FHCN** will maintain the standards, which make it eligible for approval as a clinical area for instruction in pharmacy technician program.

2. **FHCN** will permit the faculty and students of COS to use its patient care and patient service facilities for clinical education according to a plan approved by the State Chancellor’s Office and the administration of **FHCN**. Details of such educational use may be modified to fit changing needs and will be described in the “Clinical Instruction Plan,” submitted to the Pharmacy Director and reviewed prior to the arrival of the students. It shall be mutually satisfactory to both the educational goals of COS and the patient care standards of **FHCN**.

3. **FHCN** will determine the student number each term based on capacity.

B. Facilities and Supplies

1. The **FHCN** will provide, for educational purposes, its existing rooms or areas where groups of students may hold discussions and receive clinical instruction from the faculty as available, but will not guarantee availability.

2. The **FHCN** will permit the educational use of such supplies and equipment as are commonly available for patient care.

3. The **FHCN** is unable to provide parking on site to college students and faculty. Students and faculty will need to utilize street side parking.

4. The **FHCN** will provide access to sources of information for educational purposes:

a. Charts; nursing station references such as procedure guides, policy manuals, standard clinical references such as Medical Dictionary, Diagnostic Tests, Pharmacology References and Standard References suitable to the clinical area and care program.

5. **FHCN** shall cooperate with the Instructor of Record/faculty member in establishing and implementing the program at **FHCN**.

6. **FHCN** shall designate staff members as department/unit contact person and Student Coordinator. The department/unit contact person will be responsible for coordinating the implementation of this Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the Instructor of Record/faculty member.

7. **FHCN** shall provide clinical experiences in accordance with the mutually agreed upon goals and objectives of the program. On-site visits will be arranged when feasible and/or upon request by COS or **FHCN**. **FHCN** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **FHCN**.

8. With the assistance of the Instructor of Record/faculty member, **FHCN** shall ensure that students are given duties commensurate with their level of training in the program

9. **FHCN** shall provide the physical facilities, resources, equipment, and all other items necessary to operate the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.

10. Emergency health care shall be available from **FHCN** for students injured during the clinical experience. The cost shall be borne by COS workers compensation insurance.

11. **FHCN** may request COS to withdraw a student from the program at **FHCN** when the student's performance is unsatisfactory to **FHCN** or the student's behavior is disruptive to **FHCN** or its patients. **FHCN** shall state its reasons for requesting a student withdrawal in writing to the program's Academic Dean. It is understood that, except as set forth in paragraph "12" below, only COS can withdraw a student from the program.

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12. **FHCN** shall immediately remove any student who poses an immediate threat or danger to **FHCN** patients, personnel or the quality of services provided at **FHCN**. **FHCN** Student Coordinator shall notify the program's Director of Clinical Education prior to removing the student.

13. **FHCN** shall comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of COS curriculum to inspect the facilities, services, and other items provided by **FHCN** for purposes of the program upon reasonable notice to **FHCN**.

14. The **FHCN** may refuse educational access to its clinical areas to any COS personnel who do not meet its Employee Standards for safety, health, or ethical behavior.

15. The **FHCN** may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the observer role until the incident can be clarified by the staff in charge and the instructor.

16. Under all circumstances the **FHCN** retains the responsibility and authority for patient care.

C. Staff Participation in Education

1. The **FHCN** staff may participate in education on the request of the instructor. This may be in the roles of resource persons, clinical experts, or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with assigned duties.

2. **FHCN** makes no warranties or guarantees regarding the educational experience provided by **FHCN**.

Part III – STATUS OF STUDENTS

A. Clinical Students

1. Clinical students will have the status of learners and will not replace **FHCN** staff nor give service to patients outside of their student status.

2. Students are subject to the authority, policies, and regulations of COS. They are also subject, during clinical assignment, to the same standards as are set for **FHCN** employees in matters relating to the welfare of patients and the standards of the **FHCN**.

3. Clinical students are not COS or **FHCN** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program or certificate requirement and, therefore, COS clinical students are not to be considered employees or agents of either COS or **FHCN** for any purpose, including employee benefit programs.

Part IV – LIABILITY STATUS OF THE CONTRACTING AGENCIES

A. Insurance Status

1. Workman's compensation insurance, malpractice insurance and injury coverage will be maintained by COS protecting both COS staff and trainees covering their activities and their participation in the program.
2. COS or student is responsible financially for any treatment needed as a result of injury to an instructor or student during participation in the program.

Part V – DURATION OF THE CONTRACT

TERM: This agreement shall be reviewed at the **completion of five years (July 13, 2020 – July 13, 2025)** it may be modified or amended at any time by mutual consent.

Either party of this agreement may terminate this agreement at the close of any school year by proper notice thereof in writing, delivered the proper legal representative of the other party at least three months prior to the proposed termination.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Part VI - COORDINATION OF PROGRAM: The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the study experience.

Part VII - ORIENTATION: COS and **FHCN** will provide orientation as indicated.

Part VIII - FELONY FINGERPRINTING: COS verifies that none of the pharmacy technician students, or representatives have a record of conviction of any serious or violent felony. All parties acknowledge that COS agents, employees, or representatives will have only limited contact with patients in the hospital/clinical setting and will be under supervision at all times from **FHCN** authorized personnel, and shall therefore be exempted from the fingerprinting requirements.

Part IX - COMPLIANCE WITH LAW: COS and **FHCN** shall comply with all applicable Federal, State, and local laws, regulations and directives, as well as standards set forth by the Joint Commission Accreditation of Healthcare Organizations. All parties shall comply with all applicable Federal, State, and local laws and ordinances concerning human subject research

Part X - INSURANCE: COS shall maintain insurance as provided in Exhibit A.

Part XI - INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is entered into by all parties with the express understanding that **FHCN** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **FHCN** or any of its agents, employees or officers as an agent, employee or officer of COS. Nothing contained in this Agreement shall be deemed to create an **FHCN**,

joint venture, franchise or partnership relation between the parties. No party shall have the ability or bind the other party in any manner whatsoever.

B. **FHCN** agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of **COS**. Subject to any performance criteria contained in this Agreement, **FHCN** shall be solely responsible for determining the means and methods of performing the specified services and **COS** shall have no control or exercise any supervision over **FHCN** as to how the services will be performed.

C. **COS** and **FHCN** will monitor and evaluate the performance of **FHCN** to assure compliance with this Agreement.

Part XII - INDEMNIFICATION:

FHCN and **COS** shall hold each other harmless, defend and indemnify the other, its agents, officers, employees and students from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising from, or in connection with, their performance or their agents, officers, employees or students under this Agreement. This indemnification specifically includes any claims that may be made against **COS** by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against **COS** alleging civil **FHCN** violations by **FHCN** under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

Part XIII - TERMINATION:

A. **FHCN** may terminate this Agreement under this provision and may be exercised without prejudice to any other **FHCN** or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: **COS** and **FHCN** shall have the **FHCN** to terminate this Agreement without cause by giving the other party thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

(b) With Cause:

- (1) This Agreement may be terminated by any party should the other party:
 - (i) be adjudged a bankrupt, or
 - (ii) become insolvent or have a receiver appointed, or
 - (iii) make a general assignment for the benefit of creditors, or
 - (iv) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (v) materially breach this Agreement.
- (2) For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination.

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- (3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.
- (4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

B. Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

Part XIV - ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between FHCN and COS as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all parties.

Part XV - HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

Part XVI - NOTICES:

- A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid

COS:

Jonna Schengel
Associate Dean
Nursing & Allied Health
College of the Sequoias
915 S. Mooney Blvd, JM 125
Visalia, CA 93274
Phone: 559-737-6135
Email: jonnas@cos.edu

FHCN:

Mayra Baca
HR Generalist
Family HealthCare Network
305 E Center Ave
Visalia, CA 93277
Phone: 559-737-4736
Email: mbaca@fhcn.org

- B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Any party may change the above address or phone or email by giving written notice pursuant to this paragraph.

Part XVII - CONSTRUCTION: This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

Part XVIII - NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable FHCN or remedy.

Part XIX - GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California. FHCN waives the removal provisions of California Code of Civil Procedure Section 394.

Part XX - WAIVERS: The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any FHCN to do so, whether for that breach or any subsequent breach. The acceptance by any party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

Part XXI - EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

Part XXII - CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

Part XXIII - FURTHER ASSURANCES: Each party will execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

Part XXIV - ASSURANCES OF NON-DISCRIMINATION: FHCN shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Part XXV - ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COS is relying on the personal skill, expertise, training and experience of FHCN and FHCN'S employees and no part of this Agreement may be assigned or subcontracted by FHCN without the prior written consent of COS.

Part XXVI - DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through FHCN negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. Arbitrations shall be conducted in Tulare County, California, in Accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The mediator shall be mutually selected by the parties, but

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in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

Part XXVII - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

COS is not a business associate of **FHCN** because COS does not meet the requirements of 45 CFR160.103. As per the Declaration of Confidentiality, all assigned faculty and students will observe the greatest confidentiality in all matters pertaining to **FHCN's** business. It shall be the responsibility of **FHCN** to train the assigned faculty and students on HIPAA requirements for the **FHCN**. This will include the attendance by every student to a mandatory orientation meeting and to read and sign a HIPAA Compliance Agreement. This meeting and the Compliance Agreement will be provided by **FHCN**.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

BY _____
Ron Ballesteros-Perez, Vice President
Administrative Services
College of the Sequoias

Date: _____

BY _____
Marisol de la Vega Cardoso
Chief Business Development Officer
Family HealthCare Network

Date: _____

Company Name Employer Identification Number (EIN): _____

ATTACHMENT “A”

HIPAA

Student Affiliation Agreement (Contracted Services)

- A. COS and **FHCN** are parties to the attached Agreement dated as of July 13, 2020, whereby COS provides certain services as specified above to **FHCN** and its employees and to its patients
- B. During the course of the performance of services pursuant to the parties’ Agreement COS does receive certain patient identifiable health information.
- C. This Agreement sets forth the parties’ respective obligations with respect to the use and disclosure of individually identifiable health information.

I. Definitions.

- A. "Protected Health Information" means:
 - 1. Information that relates to:
 - a. the past, present or future physical or mental health or condition of an individual;
 - b. the provision of health care to an individual, or
 - c. the past, present or future payment for the provision of health care to an individual;AND
 - 2.
 - a. identifies the individual, or
 - b. with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- B. Any other provision not specifically defined in this Agreement shall possess the meanings set forth in Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160) adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

II. Permitted Uses and Disclosures. Except as specifically provided in this Agreement, COS may make any and all uses of Protected Health Information necessary or desirable to the performance by COS of its obligations. COS may use any Protected Health Information received from **FHCN** as necessary:

- A. For the proper management and administration of COS; or
- B. To satisfy any existing or future legal responsibilities of COS.

III. Permitted Disclosures of Protected Health Information. COS may disclose Protected Health Information received from **FHCN** if disclosure is required by law. COS may also disclose Protected Health Information to a third party if:

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A. COS obtains reasonable assurances from the recipient that:

1. it will hold the disclosed information in confidence,
2. it will use the disclosed information only for the purposes for which COS disclosed the information;
3. it will only disclose the information to another party for the purposes for which the recipient received the information or otherwise in accordance with applicable law; and
4. the recipient agrees to notify COS in the event that Protected Health Information is used or disclosed in a manner not permitted or the confidentiality of the information is otherwise breached.

IV. Additional Activities of COS. COS may:

- A. Aggregate the Protected Health Information in its possession with the Protected Health Information of other entities covered by HIPAA in its possession for use by the **FHCN** in connection with data analyses relating to the healthcare operations of the **FHCN**.
- B. Use or otherwise disclose any de-identified Protected Health Information provided that the de-identification procedure complies with the procedures and maintains the documentation required by 45 CFR §164.514(b).

V. Other Agreements. With respect to the use or disclosure of Protected Health Information, COS agrees with **FHCN** as follows:

- A. COS shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by applicable law.
- B. COS will use commercially reasonable efforts to safeguard the confidentiality of the Protected Health Information in its possession and to prevent unauthorized use or disclosure of that information.
- C. If COS becomes aware of any unauthorized use or disclosure of Protected Health Information by COS, its subcontractors or agents, or its or their employees, COS will provide notice to **FHCN** of that unauthorized use or disclosure.
- D. Require any agent or subcontractor to whom COS provides Protected Health Information to agree to the restrictions upon use and disclosure of Protected Health Information set forth in this Agreement
- E. Within forty-five (45) days of the receipt of a written request from **FHCN**, provide the **FHCN** with a copy of any Protected Health Information in COS' possession with respect to any individual who makes a request for inspection and copying. COS shall provide **FHCN** with that information in such form as the parties may agree.

- F. Within forty-five (45) days of receipt of a notice of amendment, make any amendments, addendums or other modifications to Protected Health Information requested by **FHCN**.
- G. Within forty-five (45) days of receipt of a written request from the **FHCN**, provide **FHCN** with the following information with respect to any disclosure of Protected Health Information with respect to an individual identified in the notice:
 - 1. Date of Disclosure
 - 2. Name and address of recipient
 - 3. Brief description of the Protected Health Information disclosed
 - 4. Brief statement of the purpose of the disclosure
- H. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by COS on behalf of, **FHCN** available to the Secretary of Health and Human Services or its designees for the purpose of determining **FHCN**'s compliance with the requirements of HIPAA. Notwithstanding the foregoing, nothing contained in this Agreement shall any applicable privileges to such disclosure, including but not limited to, the attorney-client privilege.
- I. Upon termination of this Agreement, COS shall, if feasible, return or destroy all Protected Health Information received from, or created or received by, COS on behalf of the **FHCN**. If COS determines that return or destruction is not feasible, then COS shall notify **FHCN**, and the confidentiality provisions of this Agreement shall be deemed to continue until such time as the Protected Health Information shall be destroyed or returned.

VI. Representations by the FHCN.

FHCN represents and warrants to COS, which representations and warranties shall be as of the Effective Date and shall continue through the date of termination of this Agreement:

- A. **FHCN** has or will provide all individuals who are the subject of Protected Health Information with a Notice of Privacy Practices that complies with HIPAA and the other requirements of law, regulations, executive orders, ordinances or resolutions of any governmental entity with jurisdiction. That notice includes notice of all uses or disclosures that COS may make or may be required to make of the Protected Health Information.
- B. **FHCN** will notify COS within forty-eight (48) hours of its receipt of any change or withdrawal of consent or authorization by any individual that limits or otherwise affects COS' ability to use or disclose any Protected Health Information in connection as authorized by this Agreement.
- C. **FHCN** has not agreed and will not agree to any restriction upon the use or disclosure by COS or its agents or subcontractors of any Protected Health Information without COS's consent.

- D. **FHCN** possesses all necessary consents or authorizations necessary or desirable to permit COS to use or disclose any Protected Health Information in the performance of its obligations pursuant to the parties' Agreement or applicable law.

VII. Term and Termination.

- A. This Agreement shall become effective on the effective date and shall continue until termination in accordance with the terms of this Agreement. The confidentiality provisions of this Agreement shall survive its expiration or other termination.
- B. In the event of a default by COS of the material provisions of this Agreement, and provided that the default remains uncured for a period of thirty (30) days after receipt by COS of written notice of default to **FHCN** (or if the default is such that it is not susceptible to cure within such period, if COS commences efforts to cure the default that are designed to be completed within a reasonable period of time) then **FHCN** may terminate this Agreement immediately. In addition, COS may be responsible for any costs and penalties incurred by **FHCN** due to COS' default of this Agreement.
- C. In the event of a default by **FHCN** of the material provisions of this Agreement, and provided that the default remains uncured for a period of thirty (30) days after receipt by **CPS** of written notice of default to COS (or if the default is such that it is not susceptible to cure within such period, if **FHCN** commences efforts to cure the default that are designed to be completed within a reasonable period of time) then COS may terminate this Agreement immediately. In addition, **FHCN** may be responsible for any costs and penalties incurred by COS due to **CPS**'s default of this Agreement.
- D. This Agreement may supersede the term of any other agreements and the parties must comply with all HIPAA regulations even after the termination of this agreement.
- E. If a breach of privacy is discovered and it is not feasible to terminate the Agreement, then **FHCN** is required to report the breach of privacy to the Office of Civil Rights who oversees the Privacy portion of HIPAA.

VIII. Miscellaneous. This Agreement shall be governed by the laws of the State of California. This Agreement supplements the terms and provisions of any other Agreement between the parties. In the event of a conflict between the provisions of the other Agreement and the provisions of this Agreement, this Agreement shall be controlling.

ATTACHMENT “B”

Family HealthCare Network
INFORMATION SYSTEMS DEPARTMENT
CONFIDENTIALITY AGREEMENT
For External Entities

Company Name (hereinafter **FHCN**) maintains Information Systems which allow computerization of confidential information. In order to protect the information contained in the **FHCN** databases and to prevent unauthorized use of all information, access to the Information System is limited to those persons who are issued an access code by **FHCN**. The issuance of an access code is subject to the following confidentiality agreement.

In consideration of the issuance of an access code to the Information Systems of **FHCN** I, the undersigned, as the authorizing agent for myself and my employees and contractors, (Authorized User), agree to the following:

1. The access code issued to the Authorized User is the equivalent of the Authorized User’s legal signature.
2. The Information Systems contain confidential data and any disclosure of this data or other information to unauthorized personnel will automatically entitle **FHCN** to terminate any, or all contractual agreements with authorized user at **FHCN**’ sole discretion.
3. The Authorized User will not disclose the access code to anyone other than the designated authorized employee or contractor, nor allow its use by another party.
4. The Authorized User shall not attempt to learn another person’s access code nor access the information by using any other access code other than the access code assigned to the Authorized User.
5. The Authorized User shall not access the Information System to obtain any information or other data, for which the Authorized User has no “need to know”.
6. If the Authorized User has reason to believe that the confidentiality of the access code, or any other access code has been compromised, the Authorized User will immediately notify the Information Services Security Officer at (559) 685-3409, and obtain a new access code.
7. The Authorized User agrees to indemnify, defend, and hold harmless **FHCN** against any and all claims or demands, including attorneys’ fees incurred in defending any actions filed for the unauthorized release of confidential data by its employees or agents.

Any violation of this Agreement or other misuse or abuse of any Information System and/or the Authorized User’s access code will be treated as a violation of this confidentiality agreement and may subject the Authorized User to termination of any or all contracts, in addition to other remedies available under California law.

COS agrees to abide by these terms and agreement conditions set forth herein by **Family HealthCare Network**

College of the Sequoias
Nursing & Allied Health Division
915 South Mooney Blvd.
Visalia, CA 93277
559-730-3728

EXHIBIT A

INSURANCE REQUIREMENTS

FHCN and COS shall each maintain, at their own expense throughout the term of this Agreement, policies of insurance or self insurance which shall include, but not be limited to comprehensive general liability and professional liability covering the activities of the parties under this Agreement.

COS shall procure and maintain insurance for the duration of this Agreement against all claims, including but not limited to claims for injuries to persons and damage to property which may arise from, or in connection with, performance under this Agreement by COS, its agents, representatives, employees or students, if applicable.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1188) or Insurance Services Office form number GL 0002 (ED. 1/73) covering Broad from Comprehensive General Liability.
2. Workers' Compensation, Disability and Unemployment Insurance as required by the Labor Code and any other laws of the State of California and Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

COS shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject of this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation: Workers' Compensation covering the students during the time that students participate in the program.
3. Professional Liability Insurance: coverage in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and coverage for all costs of investigation and defense.

C. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention's must be declared to and approved by **FHCN**.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. **FHCN**, its officers, officials, employees, agents and volunteers are to be covered as additional insurers, and the coverage shall contain no special limitations on the scope of protection afforded to **FHCN**, its officers, officials, employees, agents or volunteers.
2. COS insurance shall be primary insurance. Any insurance or self-insurance maintained by **FHCN**, its officers, officials, employees, agents or volunteers shall be excess of COS insurance and shall not contribute to it.

3. Worker's Liability and Employers Liability

The insurer shall agree to waive all **FHCN** of subrogation against **FHCN**, its officers, officials, employees, agents and volunteers for losses arising out of activities which are the subject of this Agreement.

4. All Coverage's

Each insurance policy shall state that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other party.

E. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with a current rating given by A.M. Best & Co. of no less than B:3.

F. VERIFICATION OF COVERAGE

Prior to approval of this Agreement **FHCN** and COS shall provide each other with evidence of all policies of insurance or self-insurance required in this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized to bind coverage on behalf of the applicable insurer.




EXHIBIT B

AFFILIATED SCHOOL STUDENT ROSTER

SCHOOL _____ ACADEMIC YEAR _____ SEMESTER: _____

TYPE OF STUDENT: ☐ RN ☐ LVN ☐ PHARMACY ☐ PT ☐ RT ☐ MA ☐ Other

LEVEL OF STUDENT: PHARMACY TECHNICIAN TRAINEE _____ ROTATION: START _____ END _____

COURSE (name & number): _____ SCHEDULED DAYS (including hours): _____

COMPLETE FOR STUDENTS AND INSTRUCTOR - SEE REVERSE FOR DETAILS OF IMMUNITY REQUIREMENTS

	PRINT Student's Name (Last name First)	Phone No.	Mumps + Titer / 1 dose (date)	Rubella + Titer / 2 doses (dates)	Rubella +Titer / 1 dose (date)	Varicella + Titer / 2 doses (dates)	Hep B Titer / Series Declination (dates)	Liability Ins (verify date)	Back- ground clearance	BLS AHA (exp. date)	TB 2 PPD / CXR (dates)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											

Information Verified by: _____

Instructor: _____

Home Phone: _____

School Phone: _____

Address: _____

License Number: _____

Expiration Date: _____

Verified By: _____

PLEASE SUBMIT THIS ROSTER BEFORE EACH ROTATION TO: _____

FAX NUMBER: _____

March 2019