

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
September 13, 2021

CONSENT CALENDAR

7

Physical Therapist Assistant Program – Student Affiliation
Agreements

Status: Action

Presented by: Jennifer Vega La Serna, Ph.D.
Assistant Superintendent/Vice President, Academic Services

Issue

Effective July 12, 2021, the District entered into an agreement with

1. Orthopaedic Institute for Children - 403 W Adams Blvd, Los Angeles, CA 90007
2. Gateway Post Acute - 661 W Poplar Ave, Porterville, CA 93257
3. Hanford Post Acute - 1489 W Lacey Blvd, Hanford, CA 93230
4. Kern River Transitional Care - 5151 Knudsen Dr, Bakersfield, CA 93308
5. Lindsay Gardens - 1011 W Tulare Rd, Lindsay CA, 93247
6. Oakwood Gardens - 3510 E Shields Ave, Fresno, CA 93726
7. Orchard Post Acute - 4840 E Tulare Ave, Fresno, CA 93727
8. Physical Therapy Unlimited, Inc - 1489 W Lacey Blvd Ste 105, Hanford, CA 93230
9. Redwood Springs - 350 N Villa St, Porterville, CA 93257
10. San Joaquin Nursing and Rehab - 3601 San Dimas St, Bakersfield, CA 93301
11. Sequoia Transitional Care- 350 N Villa St, Porterville, CA 93257
12. Westgate Gardens - 4525 W Tulare Ave, Visalia, CA 93277
13. Willow Creek Healthcare Center - 650 W Alluvial Ave, Clovis, CA 93611

to offer clinical experiences for students enrolled in the District's Physical Therapist Assistant Program (PTA).

Background

The Nursing and Allied Health Division's PTA Program requires a clinical internship program component as part of the curriculum. The site qualified and has the facilities and personnel to provide clinical training for students participating in the PTA program and is prepared to enter into this agreement with the District. The Academic Coordinator of Clinical Education, on behalf of the District, will establish and maintain ongoing communication with the Site Coordinator of Clinical Education (SCCE) and Clinical Instructors at the site.

Recommended Action

It is recommended that the Board of Trustees approve the District's entering into an agreement for the purpose of clinical education for students enrolled in the PTA Program.

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Orthopaedic Institute for Children** whose principal place of business is **403 W Adams Blvd, Los Angeles, CA 90007** (hereinafter called “**OIC**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **OIC** in implementing a clinical educational program in PTA at **OIC** and training students in the practical application of the PTA program.
- C. **OIC** will benefit from the contributions of the students participating in the program; and
- D. **OIC** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **OIC** enter into this agreement on the terms and conditions set forth below.

1. **RESPONSIBILITIES AND PRIVILEGES OF COS:**

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **OIC** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **OIC** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **OIC** Placement List, a list of student name, dates, and location of placement will be provided to **OIC** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **OIC** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **OIC** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.

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

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

K. COS shall ensure that all students have the following prior to placement:

1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
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. Hepatitis A and B Series or a signed waiver declining immunization;
4. current American Heart Association Health Care Provider BLS certification;
5. completed HIPAA training;
6. completed Ten (10) panel drug screen;
7. completed Level I Background check;
8. completed Blood Borne Pathogen training;
9. valid California Driver's License and current automobile insurance; and
10. completed physical signed by a physician;

L. COS shall provide **OIC** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF OIC:

A. **OIC** shall cooperate with the ACCE in establishing and implementing the program at **OIC**.

B. **OIC** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").

C. **OIC** 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 **OIC**. **OIC** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **OIC**.

D. With the assistance of the ACCE, **OIC** shall ensure that the students are given duties commensurate with their level of training in the program.

E. **OIC** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities,

when the school library is unavailable, and reasonable work and storage space.

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

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

H. **OIC** shall immediately remove any student who poses an immediate threat or danger to **OIC** patients, personnel or the quality of services provided at **OIC**. **OIC**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **OIC** 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 **OIC** for purposes of the program upon reasonable notice to **OIC**.

J. The direct supervision and instruction of the student while at **OIC** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **OIC** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **OIC** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **OIC** staff nor give service to patients outside of their student status. **OIC** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **OIC** makes no warranties or guarantees regarding the educational experience provided by **OIC**.

C. 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 **OIC** employees in matters relating to the welfare of patients and the standards of **OIC**.

4. 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.

5. **ORIENTATION:** COS and **OIC** will provide an orientation.
6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **OIC** authorized personnel, and shall therefore be exempted from fingerprinting requirements.
7. **COMPLIANCE WITH LAW:** COS and **OIC** 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.
8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.
9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **OIC** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **OIC** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.
- Subject to any performance criteria contained in this Agreement, **OIC** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **OIC** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **OIC** to assure compliance with this Agreement.
10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **OIC** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.
- OIC** agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **OIC**'s negligence, or in proportion to the **OIC**'s comparative fault.

11. TERMINATION: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **OIC** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **OIC** 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.

13. 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.

14. **NOTICES:** Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: nicolema@cos.edu

OIC:

Ruby Shin OTR/L. CHT
Occupational Therapist
Orthopaedic Institute for Children
403 W Adams Blvd
Los Angeles, CA 90007
Phone # 213-742-1450
Email: RShin@mednet.ucla.edu

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. **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.

16. **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 right or remedy.

17. **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 California.

18. **WAIVERS:** The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. **CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY:** This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. 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.

22. ASSURANCES OF NON-DISCRIMINATION: **OIC** 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.

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

24. 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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. DATA SECURITY AND CONFIDENTIALITY: Clinical students participating in clinical education coursework at **OIC**, for HIPAA purposes only, are considered part of the workforce of **OIC**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **OIC**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. Confidentiality: COS hereby acknowledges that all data from **OIC** is confidential and the property of **OIC**.

1. The obligation to maintain the confidentiality of the data, whether

created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **OIC** on behalf of **OIC**. If such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **OIC** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **OIC**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **OIC** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **OIC** only for the purpose(s) for which COS is granted permission to access such information by **OIC**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **OIC** to have access to that information, disclose any information obtained from **OIC** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **OIC**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **OIC** for which there is no adequate remedy at law. Therefore, it is agreed that **OIC** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **OIC** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **OIC**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury

resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **OIC** may immediately terminate this Agreement and deny COS access to **OIC** data without notice whenever **OIC**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **OIC** shall not be liable to COS for any damages resulting from COS inability to access **OIC** data.

F. Disclosure: If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **OIC**, COS shall immediately notify **OIC** so that **OIC** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

BY _____ Date: _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

BY _____ Date: _____
Ruby Shin OTR/L, CHT
Occupational Therapist
Orthopaedic Institute for Children

OIC Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

OIC 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. Worker's 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, wither 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. Worker's Compensation: Worker's Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **OIC**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **OIC** and COS shall provide each other with evidence of all policies or 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.

PTA 150- Clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan,

follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning and a commitment to meeting the needs of the consumers at a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan,

follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Gateway Post Acute** whose principal place of business is **661 W Poplar Ave, Porterville, CA 93257** (hereinafter called “**GPA**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **GPA** in implementing a clinical educational program in PTA at **GPA** and training students in the practical application of the PTA program.
- C. **GPA** will benefit from the contributions of the students participating in the program; and
- D. **GPA** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **GPA** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **GPA** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **GPA** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **GPA** Placement List, a list of student name, dates, and location of placement will be provided to **GPA** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **GPA** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **GPA** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **GPA** and all reasonable directions given by qualified **GPA** personnel.
- J. COS shall inform **GPA** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **GPA** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF GPA:

- A. **GPA** shall cooperate with the ACCE in establishing and implementing the program at **GPA**.
- B. **GPA** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **GPA** 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 **GPA**. **GPA** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **GPA**.
- D. With the assistance of the ACCE, **GPA** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **GPA** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **GPA** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **GPA** shall immediately remove any student who poses an immediate threat or danger to **GPA** patients, personnel or the quality of services provided at **GPA**. **GPA's** SCCE shall notify the program's ACCE prior to removing the student.

I. **GPA** 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 **GPA** for purposes of the program upon reasonable notice to **GPA**.

J. The direct supervision and instruction of the student while at **GPA** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **GPA** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **GPA** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **GPA** staff nor give service to patients outside of their student status. **GPA** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **GPA** makes no warranties or guarantees regarding the educational experience provided by **GPA**.

C. 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 **GPA** employees in matters relating to the welfare of patients and the standards of **GPA**.

4. 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.

5. ORIENTATION: COS and **GPA** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **GPA** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **GPA** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **GPA** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **GPA** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **GPA** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **GPA** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **GPA** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **GPA** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

GPA agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **GPA**'s negligence, or in proportion to the **GPA**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **GPA** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **GPA** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

GPA:

Jessica Phillips, M.A., CCC-SLP, RAC-
CT
Regional Rehab Manager
Gateway Post Acute
661 W Poplar Ave, Porterville, CA
93257
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **GPA** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **GPA**, for HIPAA purposes only, are considered part of the workforce of **GPA**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **GPA**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **GPA** is confidential and the property of **GPA**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **GPA** on behalf of **GPA**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **GPA** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **GPA**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **GPA** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **GPA** only for the purpose(s) for which COS is granted permission to access such information by **GPA**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **GPA** to have access to that information, disclose any information obtained from **GPA** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **GPA**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **GPA** for which there is no adequate remedy at law. Therefore, it is agreed that **GPA** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **GPA** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **GPA**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **GPA** may immediately terminate this

Agreement and deny COS access to **GPA** data without notice whenever **GPA**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **GPA** shall not be liable to COS for any damages resulting from COS inability to access **GPA** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **GPA**, COS shall immediately notify **GPA** so that **GPA** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

BY _____ Date: _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

BY _____ Date: _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Gateway Post Acute

GPA Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

GPA 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **GPA**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **GPA** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation

Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.

10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.

10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning and a commitment to meeting the needs of the consumers at a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Hanford Post Acute** whose principal place of business is **1007 W Lacey Blvd, Hanford, CA 93230** (hereinafter called “**HPA**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **HPA** in implementing a clinical educational program in PTA at **HPA** and training students in the practical application of the PTA program.
- C. **HPA** will benefit from the contributions of the students participating in the program; and
- D. **HPA** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **HPA** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **HPA** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **HPA** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **HPA** Placement List, a list of student name, dates, and location of placement will be provided to **HPA** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **HPA** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **HPA** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **HPA** and all reasonable directions given by qualified **HPA** personnel.
- J. COS shall inform **HPA** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **HPA** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF HPA:

- A. **HPA** shall cooperate with the ACCE in establishing and implementing the program at **HPA**.
- B. **HPA** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **HPA** 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 **HPA**. **HPA** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **HPA**.
- D. With the assistance of the ACCE, **HPA** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **HPA** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **HPA** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **HPA** shall immediately remove any student who poses an immediate threat or danger to **HPA** patients, personnel or the quality of services provided at **HPA**. **HPA**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **HPA** 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 **HPA** for purposes of the program upon reasonable notice to **HPA**.

J. The direct supervision and instruction of the student while at **HPA** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **HPA** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **HPA** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **HPA** staff nor give service to patients outside of their student status. **HPA** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **HPA** makes no warranties or guarantees regarding the educational experience provided by **HPA**.

C. 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 **HPA** employees in matters relating to the welfare of patients and the standards of **HPA**.

4. 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.

5. ORIENTATION: COS and **HPA** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **HPA** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **HPA** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **HPA** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **HPA** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **HPA** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **HPA** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **HPA** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **HPA** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

HPA agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **HPA**'s negligence, or in proportion to the **HPA**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **HPA** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **HPA** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

HPA:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Hanford Post Acute
1007 W Lacey Blvd,
Hanford, CA 93230
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **HPA** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **HPA**, for HIPAA purposes only, are considered part of the workforce of **HPA**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **HPA**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **HPA** is confidential and the property of **HPA**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **HPA** on behalf of **HPA**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **HPA** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **HPA**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **HPA** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **HPA** only for the purpose(s) for which COS is granted permission to access such information by **HPA**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **HPA** to have access to that information, disclose any information obtained from **HPA** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **HPA**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **HPA** for which there is no adequate remedy at law. Therefore, it is agreed that **HPA** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **HPA** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **HPA**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **HPA** may immediately terminate this

Agreement and deny COS access to **HPA** data without notice whenever **HPA**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **HPA** shall not be liable to COS for any damages resulting from COS inability to access **HPA** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **HPA**, COS shall immediately notify **HPA** so that **HPA** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

BY _____ Date: _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

BY _____ Date: _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Hanford Post Acute

HPA Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

HPA 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 HPA.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

a. HPA, its officers, officials, employees, agents and volunteers are to be covered as additional insiders, and the coverage shall contain no special limitations of the scope of protection afforded by HPA, its officers, officials, employees, agents and volunteers.

b. COS insurance shall be primary insurance. Any insurance or self-insurance maintained by HPA, its officers, officials, employees, agents or volunteers shall be excess of COS insurance and shall not contribute to it.

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement HPA and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Kern River Transitional Care** whose principal place of business is **5151 Knudsen Dr, Bakersfield, CA 93308** (hereinafter called “**KRTC**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **KRTC** in implementing a clinical educational program in PTA at **KRTC** and training students in the practical application of the PTA program.
- C. **KRTC** will benefit from the contributions of the students participating in the program; and
- D. **KRTC** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **KRTC** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **KRTC** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **KRTC** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **KRTC** Placement List, a list of student name, dates, and location of placement will be provided to **KRTC** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **KRTC** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **KRTC** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **KRTC** and all reasonable directions given by qualified **KRTC** personnel.
- J. COS shall inform **KRTC** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **KRTC** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF KRTC:

- A. **KRTC** shall cooperate with the ACCE in establishing and implementing the program at **KRTC**.
- B. **KRTC** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **KRTC** 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 **KRTC**. **KRTC** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **KRTC**.
- D. With the assistance of the ACCE, **KRTC** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **KRTC** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **KRTC** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **KRTC** shall immediately remove any student who poses an immediate threat or danger to **KRTC** patients, personnel or the quality of services provided at **KRTC**. **KRTC**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **KRTC** 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 **KRTC** for purposes of the program upon reasonable notice to **KRTC**.

J. The direct supervision and instruction of the student while at **KRTC** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **KRTC** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **KRTC** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **KRTC** staff nor give service to patients outside of their student status. **KRTC** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **KRTC** makes no warranties or guarantees regarding the educational experience provided by **KRTC**.

C. 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 **KRTC** employees in matters relating to the welfare of patients and the standards of **KRTC**.

4. 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.

5. ORIENTATION: COS and **KRTC** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **KRTC** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **KRTC** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **KRTC** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **KRTC** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **KRTC** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **KRTC** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **KRTC** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **KRTC** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

KRTC agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **KRTC**'s negligence, or in proportion to the **KRTC**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **KRTC** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **KRTC** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

KRTC:

Jessica Phillips, M.A., CCC-SLP, RAC-
CT
Regional Rehab Manager
Kern River Transitional Care
5151 Knudsen Dr, Bakersfield,
CA 93308
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION: KRTC** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **KRTC**, for HIPAA purposes only, are considered part of the workforce of **KRTC**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **KRTC**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **KRTC** is confidential and the property of **KRTC**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **KRTC** on behalf of **KRTC**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **KRTC** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **KRTC**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **KRTC** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **KRTC** only for the purpose(s) for which COS is granted permission to access such information by **KRTC**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **KRTC** to have access to that information, disclose any information obtained from **KRTC** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **KRTC**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **KRTC** for which there is no adequate remedy at law. Therefore, it is agreed that **KRTC** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **KRTC** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **KRTC**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **KRTC** may immediately terminate this

Agreement and deny COS access to **KRTC** data without notice whenever **KRTC**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **KRTC** shall not be liable to COS for any damages resulting from COS inability to access **KRTC** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **KRTC**, COS shall immediately notify **KRTC** so that **KRTC** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Kern River Transitional Care

Date: _____

KRTC Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

KRTC 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **KRTC**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **KRTC** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Lindsay Gardens** whose principal place of business is **1011 W Tulare Rd, Lindsay CA, 93247** (hereinafter called “**LG**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **LG** in implementing a clinical educational program in PTA at **LG** and training students in the practical application of the PTA program.
- C. **LG** will benefit from the contributions of the students participating in the program; and
- D. **LG** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **LG** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **LG** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **LG** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **LG** Placement List, a list of student name, dates, and location of placement will be provided to **LG** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **LG** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **LG** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **LG** and all reasonable directions given by qualified **LG** personnel.
- J. COS shall inform **LG** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 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. Hepatitis A and B Series or a signed waiver declining immunization;
 4. current American Heart Association Health Care Provider BLS certification;
 5. completed HIPAA training;
 6. completed Ten (10) panel drug screen;
 7. completed Level I Background check;
 8. completed Blood Borne Pathogen training;
 9. valid California Driver's License and current automobile insurance; and
 10. completed physical signed by a physician;
- L. COS shall provide **LG** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF LG:

- A. **LG** shall cooperate with the ACCE in establishing and implementing the program at **LG**.
- B. **LG** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **LG** 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 **LG**. **LG** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **LG**.
- D. With the assistance of the ACCE, **LG** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **LG** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **LG** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **LG** shall immediately remove any student who poses an immediate threat or danger to **LG** patients, personnel or the quality of services provided at **LG**. **LG's** SCCE shall notify the program's ACCE prior to removing the student.

I. **LG** 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 **LG** for purposes of the program upon reasonable notice to **LG**.

J. The direct supervision and instruction of the student while at **LG** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **LG** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **LG** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **LG** staff nor give service to patients outside of their student status. **LG** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **LG** makes no warranties or guarantees regarding the educational experience provided by **LG**.

C. 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 **LG** employees in matters relating to the welfare of patients and the standards of **LG**.

4. 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.

5. ORIENTATION: COS and **LG** will provide an orientation.

6. FELONY FINGERPRINTING: COS certifies that none of its agents, employees, 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 **LG** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. COMPLIANCE WITH LAW: COS and **LG** 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.

8. INSURANCE: COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. INDEPENDENT CONTRACTOR STATUS: This Agreement is entered into by all parties with the express understanding that **LG** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **LG** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **LG** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **LG** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **LG** to assure compliance with this Agreement.

10. INDEMNIFICATION: COS agrees to indemnify, defend and hold harmless **LG** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

LG agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **LG**'s negligence, or in proportion to the **LG**'s comparative fault.

11. TERMINATION: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **LG** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **LG** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

LG:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Lindsay Gardens
1011 W Tulare Rd
Lindsay CA 93247
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **LG** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **LG**, for HIPAA purposes only, are considered part of the workforce of **LG**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **LG**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **LG** is confidential and the property of **LG**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **LG** on behalf of **LG**. If such

return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.
2. COS shall immediately report to LG any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.
3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.
4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.
5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.
6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of LG, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining LG compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from LG only for the purpose(s) for which COS is granted permission to access such information by LG. COS agrees not to access, use, or share any information with any person or entity who is not authorized by LG to have access to that information, disclose any information obtained from LG to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of LG.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to LG for which there is no adequate remedy at law. Therefore, it is agreed that LG shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which LG may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold LG, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that LG may immediately terminate this

Agreement and deny COS access to **LG** data without notice whenever **LG**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **LG** shall not be liable to COS for any damages resulting from COS inability to access **LG** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **LG**, COS shall immediately notify **LG** so that **LG** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Lindsay Gardens

Date: _____

LG Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

LG 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **LG**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:
 - a. **LG**, its officers, officials, employees, agents and volunteers are to be covered as additional insiders, and the coverage shall contain no special limitations of the scope of protection afforded by **LG**, its officers, officials, employees, agents and volunteers.
 - b. COS insurance shall be primary insurance. Any insurance or self-insurance maintained by **LG**, its officers, officials, employees, agents or volunteers shall be excess of COS insurance and shall not contribute to it.
2. Worker's Liability and Employer's Liability:

The insurer shall agree to waive all rights of subrogation against **LG**, its officers, officials, employees, agents and volunteers for losses arising out of activities which are the subject of this Agreement.
3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **LG** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Oakwood Gardens** whose principal place of business is **3510 E Shields Ave, Fresno, CA 93726** (hereinafter called “**OG**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **OG** in implementing a clinical educational program in PTA at **OG** and training students in the practical application of the PTA program.
- C. **OG** will benefit from the contributions of the students participating in the program; and
- D. **OG** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **OG** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **OG** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **OG** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **OG** Placement List, a list of student name, dates, and location of placement will be provided to **OG** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **OG** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **OG** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **OG** and all reasonable directions given by qualified **OG** personnel.
- J. COS shall inform **OG** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **OG** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF OG:

- A. **OG** shall cooperate with the ACCE in establishing and implementing the program at **OG**.
- B. **OG** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **OG** 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 **OG**. **OG** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **OG**.
- D. With the assistance of the ACCE, **OG** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **OG** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **OG** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **OG** shall immediately remove any student who poses an immediate threat or danger to **OG** patients, personnel or the quality of services provided at **OG**. **OG's** SCCE shall notify the program's ACCE prior to removing the student.

I. **OG** 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 **OG** for purposes of the program upon reasonable notice to **OG**.

J. The direct supervision and instruction of the student while at **OG** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **OG** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **OG** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **OG** staff nor give service to patients outside of their student status. **OG** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **OG** makes no warranties or guarantees regarding the educational experience provided by **OG**.

C. 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 **OG** employees in matters relating to the welfare of patients and the standards of **OG**.

4. 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.

5. ORIENTATION: COS and **OG** will provide an orientation.

6. FELONY FINGERPRINTING: COS certifies that none of its agents, employees, 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 **OG** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **OG** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **OG** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **OG** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **OG** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **OG** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **OG** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **OG** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

OG agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **OG's** negligence, or in proportion to the **OG's** comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **OG** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **OG** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

OG:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Oakwood Gardens
3510 E Shields Ave,
Fresno, CA 93726
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **OG** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **OG**, for HIPAA purposes only, are considered part of the workforce of **OG**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **OG**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **OG** is confidential and the property of **OG**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **OG** on behalf of **OG**. If such

return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.
2. COS shall immediately report to OG any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.
3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.
4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.
5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.
6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of OG, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining OG compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from OG only for the purpose(s) for which COS is granted permission to access such information by OG. COS agrees not to access, use, or share any information with any person or entity who is not authorized by OG to have access to that information, disclose any information obtained from OG to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of OG.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to OG for which there is no adequate remedy at law. Therefore, it is agreed that OG shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which OG may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold OG, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that OG may immediately terminate this

Agreement and deny COS access to **OG** data without notice whenever **OG**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **OG** shall not be liable to COS for any damages resulting from COS inability to access **OG** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **OG**, COS shall immediately notify **OG** so that **OG** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Oakwood Gardens

Date: _____

OG Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

OG 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **OG**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **OG** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

**PTA 160-Full time clinical affiliation
Student Learning Outcomes**

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Orchard Post Acute** whose principal place of business is **4840 E Tulare Ave, Fresno, CA 93727** (hereinafter called “**OPA**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **OPA** in implementing a clinical educational program in PTA at **OPA** and training students in the practical application of the PTA program.
- C. **OPA** will benefit from the contributions of the students participating in the program; and
- D. **OPA** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **OPA** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **OPA** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **OPA** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **OPA** Placement List, a list of student name, dates, and location of placement will be provided to **OPA** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **OPA** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **OPA** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **OPA** and all reasonable directions given by qualified **OPA** personnel.
- J. COS shall inform **OPA** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **OPA** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF OPA:

- A. **OPA** shall cooperate with the ACCE in establishing and implementing the program at **OPA**.
- B. **OPA** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **OPA** 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 **OPA**. **OPA** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **OPA**.
- D. With the assistance of the ACCE, **OPA** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **OPA** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **OPA** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **OPA** shall immediately remove any student who poses an immediate threat or danger to **OPA** patients, personnel or the quality of services provided at **OPA**. **OPA**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **OPA** 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 **OPA** for purposes of the program upon reasonable notice to **OPA**.

J. The direct supervision and instruction of the student while at **OPA** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **OPA** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **OPA** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **OPA** staff nor give service to patients outside of their student status. **OPA** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **OPA** makes no warranties or guarantees regarding the educational experience provided by **OPA**.

C. 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 **OPA** employees in matters relating to the welfare of patients and the standards of **OPA**.

4. 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.

5. ORIENTATION: COS and **OPA** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **OPA** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **OPA** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **OPA** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **OPA** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **OPA** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **OPA** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **OPA** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **OPA** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

OPA agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **OPA**'s negligence, or in proportion to the **OPA**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **OPA** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **OPA** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

OPA:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Orchard Post Acute
4840 E Tulare Ave,
Fresno, CA 93727
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **OPA** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **OPA**, for HIPAA purposes only, are considered part of the workforce of **OPA**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **OPA**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **OPA** is confidential and the property of **OPA**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **OPA** on behalf of **OPA**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to OPA any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of OPA, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining OPA compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from OPA only for the purpose(s) for which COS is granted permission to access such information by OPA. COS agrees not to access, use, or share any information with any person or entity who is not authorized by OPA to have access to that information, disclose any information obtained from OPA to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of OPA.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to OPA for which there is no adequate remedy at law. Therefore, it is agreed that OPA shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which OPA may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold OPA, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that OPA may immediately terminate this

Agreement and deny COS access to **OPA** data without notice whenever **OPA**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **OPA** shall not be liable to COS for any damages resulting from COS inability to access **OPA** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **OPA**, COS shall immediately notify **OPA** so that **OPA** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Orchard Post Acute

Date: _____

OPA Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

OPA 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **OPA**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

- a. OPA, its officers, officials, employees, agents and volunteers are to be covered as additional insiders, and the coverage shall contain no special limitations of the scope of protection afforded by OPA, its officers, officials, employees, agents and volunteers.
- b. COS insurance shall be primary insurance. Any insurance or self-insurance maintained by OPA, its officers, officials, employees, agents or volunteers shall be excess of COS insurance and shall not contribute to it.

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement OPA and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Physical Therapy Unlimited, Inc** whose principal place of business is 1489 W Lacey Blvd Ste 105, Hanford, CA 93230 (hereinafter called “**PTU**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **PTU** in implementing a clinical educational program in PTA at **PTU** and training students in the practical application of the PTA program.
- C. **PTU** will benefit from the contributions of the students participating in the program; and
- D. **PTU** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **PTU** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **PTU** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **PTU** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **PTU** Placement List, a list of student name, dates, and location of placement will be provided to **PTU** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **PTU** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **PTU** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **PTU** and all reasonable directions given by qualified **PTU** personnel.
- J. COS shall inform **PTU** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **PTU** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF PTU:

- A. **PTU** shall cooperate with the ACCE in establishing and implementing the program at **PTU**.
- B. **PTU** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **PTU** 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 **PTU**. **PTU** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **PTU**.
- D. With the assistance of the ACCE, **PTU** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **PTU** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **PTU** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **PTU** shall immediately remove any student who poses an immediate threat or danger to **PTU** patients, personnel or the quality of services provided at **PTU**. **PTU**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **PTU** 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 **PTU** for purposes of the program upon reasonable notice to **PTU**.

J. The direct supervision and instruction of the student while at **PTU** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **PTU** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **PTU** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **PTU** staff nor give service to patients outside of their student status. **PTU** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **PTU** makes no warranties or guarantees regarding the educational experience provided by **PTU**.

C. 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 **PTU** employees in matters relating to the welfare of patients and the standards of **PTU**.

4. 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.

5. ORIENTATION: COS and **PTU** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **PTU** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **PTU** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **PTU** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **PTU** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **PTU** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **PTU** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **PTU** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **PTU** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

PTU agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **PTU**'s negligence, or in proportion to the **PTU**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **PTU** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **PTU** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: nicolema@cos.edu

PTU:

Nichole Chennault, PT, DPT, OCS, CLT
Co-Owner
Physical Therapy Unlimited, Inc
1489 W Lacey Blvd Ste 105,
Hanford, CA 93230
Phone # 559-585-8087
Email: ptunlimited@att.net

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. 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.

22. ASSURANCES OF NON-DISCRIMINATION: **PTU** 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.

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

24. 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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. DATA SECURITY AND CONFIDENTIALITY: Clinical students participating in clinical education coursework at **PTU**, for HIPAA purposes only, are considered part of the workforce of **PTU**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **PTU**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **PTU** is confidential and the property of **PTU**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **PTU** on behalf of **PTU**. If such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **PTU** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **PTU**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **PTU** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **PTU** only for the purpose(s) for which COS is granted permission to access such information by **PTU**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **PTU** to have access to that information, disclose any information obtained from **PTU** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **PTU**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **PTU** for which there is no adequate remedy at law. Therefore, it is agreed that **PTU** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **PTU** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **PTU**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms

of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **PTU** may immediately terminate this Agreement and deny COS access to **PTU** data without notice whenever **PTU**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **PTU** shall not be liable to COS for any damages resulting from COS inability to access **PTU** data.

F. Disclosure: If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **PTU**, COS shall immediately notify **PTU** so that **PTU** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Nichole Chennault, PT, DPT, OCS, CLT
Co-Owner
Physical Therapy Unlimited, Inc

Date: _____

PTU Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

PTU 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **PTU**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

a. **PTU**, its officers, officials, employees, agents and volunteers are to be covered as additional insiders, and the coverage shall contain no special limitations of the scope of protection afforded by **PTU**, its officers, officials, employees, agents and volunteers.

b. COS insurance shall be primary insurance. Any insurance or self-insurance maintained by **PTU**, its officers, officials, employees, agents or volunteers shall be excess of COS insurance and shall not contribute to it.

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **PTU** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation

Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.

10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.

10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning and a commitment to meeting the needs of the consumers at a 70% level or better.
11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Redwood Springs** whose principal place of business is **1925 E Houston Ave, Visalia, CA 93292** (hereinafter called “**RS**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **RS** in implementing a clinical educational program in PTA at **RS** and training students in the practical application of the PTA program.
- C. **RS** will benefit from the contributions of the students participating in the program; and
- D. **RS** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **RS** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **RS** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **RS** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **RS** Placement List, a list of student name, dates, and location of placement will be provided to **RS** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **RS** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **RS** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **RS** and all reasonable directions given by qualified **RS** personnel.
- J. COS shall inform **RS** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **RS** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF RS:

- A. **RS** shall cooperate with the ACCE in establishing and implementing the program at **RS**.
- B. **RS** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **RS** 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 **RS**. **RS** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **RS**.
- D. With the assistance of the ACCE, **RS** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **RS** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **RS** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **RS** shall immediately remove any student who poses an immediate threat or danger to **RS** patients, personnel or the quality of services provided at **RS**. **RS**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **RS** 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 **RS** for purposes of the program upon reasonable notice to **RS**.

J. The direct supervision and instruction of the student while at **RS** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **RS** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **RS** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **RS** staff nor give service to patients outside of their student status. **RS** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **RS** makes no warranties or guarantees regarding the educational experience provided by **RS**.

C. 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 **RS** employees in matters relating to the welfare of patients and the standards of **RS**.

4. 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.

5. ORIENTATION: COS and **RS** will provide an orientation.

6. FELONY FINGERPRINTING: COS certifies that none of its agents, employees, 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 **RS** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **RS** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **RS** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **RS** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **RS** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **RS** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **RS** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **RS** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

RS agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **RS**'s negligence, or in proportion to the **RS**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **RS** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **RS** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

RS:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Redwood Springs
1925 E Houston Ave,
Visalia, CA 93292
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **RS** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **RS**, for HIPAA purposes only, are considered part of the workforce of **RS**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **RS**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **RS** is confidential and the property of **RS**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **RS** on behalf of **RS**. If such

return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **RS** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **RS**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **RS** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **RS** only for the purpose(s) for which COS is granted permission to access such information by **RS**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **RS** to have access to that information, disclose any information obtained from **RS** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **RS**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **RS** for which there is no adequate remedy at law. Therefore, it is agreed that **RS** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **RS** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **RS**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **RS** may immediately terminate this

Agreement and deny COS access to **RS** data without notice whenever **RS**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **RS** shall not be liable to COS for any damages resulting from COS inability to access **RS** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **RS**, COS shall immediately notify **RS** so that **RS** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Redwood Springs

Date: _____

RS Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

RS 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **RS**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **RS** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

**PTA 160-Full time clinical affiliation
Student Learning Outcomes**

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **San Joaquin Nursing and Rehab** whose principal place of business is **3601 San Dimas St, Bakersfield, CA 93301** (hereinafter called “**SJNR**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **SJNR** in implementing a clinical educational program in PTA at **SJNR** and training students in the practical application of the PTA program.
- C. **SJNR** will benefit from the contributions of the students participating in the program; and
- D. **SJNR** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **SJNR** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **SJNR** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **SJNR** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **SJNR** Placement List, a list of student name, dates, and location of placement will be provided to **SJNR** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **SJNR** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **SJNR** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **SJNR** and all reasonable directions given by qualified **SJNR** personnel.
- J. COS shall inform **SJNR** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **SJNR** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF SJNR:

- A. **SJNR** shall cooperate with the ACCE in establishing and implementing the program at **SJNR**.
- B. **SJNR** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **SJNR** 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 **SJNR**. **SJNR** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **SJNR**.
- D. With the assistance of the ACCE, **SJNR** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **SJNR** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **SJNR** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **SJNR** shall immediately remove any student who poses an immediate threat or danger to **SJNR** patients, personnel or the quality of services provided at **SJNR**. **SJNR's** SCCE shall notify the program's ACCE prior to removing the student.

I. **SJNR** 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 **SJNR** for purposes of the program upon reasonable notice to **SJNR**.

J. The direct supervision and instruction of the student while at **SJNR** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **SJNR** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **SJNR** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **SJNR** staff nor give service to patients outside of their student status. **SJNR** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **SJNR** makes no warranties or guarantees regarding the educational experience provided by **SJNR**.

C. 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 **SJNR** employees in matters relating to the welfare of patients and the standards of **SJNR**.

4. 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.

5. ORIENTATION: COS and **SJNR** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **SJNR** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **SJNR** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **SJNR** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **SJNR** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **SJNR** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **SJNR** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **SJNR** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **SJNR** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

SJNR agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **SJNR**'s negligence, or in proportion to the **SJNR**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **SJNR** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **SJNR** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

SJNR:

Jessica Phillips, M.A., CCC-SLP, RAC-
CT
Regional Rehab Manager
San Joaquin Nursing and Rehab
3601 San Dimas St,
Bakersfield, CA 93301
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION: SJNR** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **SJNR**, for HIPAA purposes only, are considered part of the workforce of **SJNR**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **SJNR**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **SJNR** is confidential and the property of **SJNR**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **SJNR** on behalf of **SJNR**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **SJNR** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **SJNR**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **SJNR** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **SJNR** only for the purpose(s) for which COS is granted permission to access such information by **SJNR**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **SJNR** to have access to that information, disclose any information obtained from **SJNR** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **SJNR**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **SJNR** for which there is no adequate remedy at law. Therefore, it is agreed that **SJNR** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **SJNR** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **SJNR**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **SJNR** may immediately terminate this

Agreement and deny COS access to **SJNR** data without notice whenever **SJNR**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **SJNR** shall not be liable to COS for any damages resulting from COS inability to access **SJNR** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **SJNR**, COS shall immediately notify **SJNR** so that **SJNR** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
San Joaquin Nursing

Date: _____

SJNR Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

SJNR 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **SJNR**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **SJNR** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Sequoia Transitional Care** whose principal place of business is **350 N Villa St, Porterville, CA 93257** (hereinafter called “**STC**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **STC** in implementing a clinical educational program in PTA at **STC** and training students in the practical application of the PTA program.
- C. **STC** will benefit from the contributions of the students participating in the program; and
- D. **STC** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **STC** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **STC** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **STC** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **STC** Placement List, a list of student name, dates, and location of placement will be provided to **STC** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **STC** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **STC** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **STC** and all reasonable directions given by qualified **STC** personnel.
- J. COS shall inform **STC** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **STC** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF STC:

- A. **STC** shall cooperate with the ACCE in establishing and implementing the program at **STC**.
- B. **STC** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **STC** 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 **STC**. **STC** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **STC**.
- D. With the assistance of the ACCE, **STC** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **STC** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **STC** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **STC** shall immediately remove any student who poses an immediate threat or danger to **STC** patients, personnel or the quality of services provided at **STC**. **STC**'s SCCE shall notify the program's ACCE prior to removing the student.

I. **STC** 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 **STC** for purposes of the program upon reasonable notice to **STC**.

J. The direct supervision and instruction of the student while at **STC** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **STC** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **STC** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **STC** staff nor give service to patients outside of their student status. **STC** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **STC** makes no warranties or guarantees regarding the educational experience provided by **STC**.

C. 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 **STC** employees in matters relating to the welfare of patients and the standards of **STC**.

4. 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.

5. ORIENTATION: COS and **STC** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **STC** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **STC** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **STC** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **STC** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **STC** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **STC** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **STC** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **STC** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

STC agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **STC**'s negligence, or in proportion to the **STC**'s comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **STC** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **STC** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

STC:

Jessica Phillips, M.A., CCC-SLP, RAC-
CT
Regional Rehab Manager
Sequoia Transitional Care
350 N Villa St,
Porterville, CA 93257
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION: STC** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **STC**, for HIPAA purposes only, are considered part of the workforce of **STC**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **STC**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **STC** is confidential and the property of **STC**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **STC** on behalf of **STC**. If

such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.

2. COS shall immediately report to **STC** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.

3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.

4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.

5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.

6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **STC**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **STC** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **STC** only for the purpose(s) for which COS is granted permission to access such information by **STC**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **STC** to have access to that information, disclose any information obtained from **STC** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **STC**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **STC** for which there is no adequate remedy at law. Therefore, it is agreed that **STC** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **STC** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **STC**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **STC** may immediately terminate this

Agreement and deny COS access to **STC** data without notice whenever **STC**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **STC** shall not be liable to COS for any damages resulting from COS inability to access **STC** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **STC**, COS shall immediately notify **STC** so that **STC** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Sequoia Transitional Care

Date: _____

STC Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

STC 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **STC**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **STC** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation
Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on July 12, 2021 by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and Westgate Gardens whose principal place of business is 4525 W Tulare Ave, Visalia, CA 93277 (hereinafter called “WG”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of WG in implementing a clinical educational program in PTA at WG and training students in the practical application of the PTA program.
- C. WG will benefit from the contributions of the students participating in the program; and
- D. WG wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and WG enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to WG who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to WG approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the WG Placement List, a list of student name, dates, and location of placement will be provided to WG Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the WG Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the WG SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **WG** and all reasonable directions given by qualified **WG** personnel.
- J. COS shall inform **WG** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **WG** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF WG:

- A. **WG** shall cooperate with the ACCE in establishing and implementing the program at **WG**.
- B. **WG** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **WG** 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 **WG**. **WG** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **WG**.
- D. With the assistance of the ACCE, **WG** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **WG** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **WG** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **WG** shall immediately remove any student who poses an immediate threat or danger to **WG** patients, personnel or the quality of services provided at **WG**. **WG's** SCCE shall notify the program's ACCE prior to removing the student.

I. **WG** 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 **WG** for purposes of the program upon reasonable notice to **WG**.

J. The direct supervision and instruction of the student while at **WG** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **WG** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **WG** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **WG** staff nor give service to patients outside of their student status. **WG** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **WG** makes no warranties or guarantees regarding the educational experience provided by **WG**.

C. 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 **WG** employees in matters relating to the welfare of patients and the standards of **WG**.

4. 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.

5. ORIENTATION: COS and **WG** will provide an orientation.

6. FELONY FINGERPRINTING: COS certifies that none of its agents, employees, 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 **WG** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **WG** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **WG** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **WG** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **WG** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **WG** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **WG** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **WG** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

WG agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **WG's** negligence, or in proportion to the **WG's** comparative fault.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **WG** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **WG** 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.

13. 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.

14. NOTICES: Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

WG:

Jessica Phillips, M.A., CCC-SLP, RAC-
CT
Regional Rehab Manager
Westgate Gardens
4525 W Tulare Ave,
Visalia, CA 93277
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. 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.

16. 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 right or remedy.

17. 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 California.

18. WAIVERS: The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY: This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. **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.

22. **ASSURANCES OF NON-DISCRIMINATION:** **WG** 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.

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

24. **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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. **DATA SECURITY AND CONFIDENTIALITY:** Clinical students participating in clinical education coursework at **WG**, for HIPAA purposes only, are considered part of the workforce of **WG**, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of **WG**.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. **Confidentiality:** COS hereby acknowledges that all data from **WG** is confidential and the property of **WG**.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.

2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **WG** on behalf of **WG**. If such

return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.

B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.

1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.
2. COS shall immediately report to **WG** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.
3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.
4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.
5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.
6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **WG**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **WG** compliance with HIPAA.

C. Access and Use: COS agrees to access and use information obtained from **WG** only for the purpose(s) for which COS is granted permission to access such information by **WG**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **WG** to have access to that information, disclose any information obtained from **WG** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **WG**.

D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **WG** for which there is no adequate remedy at law. Therefore, it is agreed that **WG** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **WG** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **WG**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **WG** may immediately terminate this

Agreement and deny COS access to **WG** data without notice whenever **WG**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **WG** shall not be liable to COS for any damages resulting from COS inability to access **WG** data.

F. **Disclosure:** If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **WG**, COS shall immediately notify **WG** so that **WG** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Westgate Gardens

Date: _____

WG Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

WG 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **WG**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **WG** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

**PTA 160-Full time clinical affiliation
Student Learning Outcomes**

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including

initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning

and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.

12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.

13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.

14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.

15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.

16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.

17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered on **July 12, 2021** by and between College of the Sequoias on behalf of its Governing Board; whose principal place of business is 915 S. Mooney Boulevard, Visalia, CA 93277, (hereinafter referred to as “COS”), and **Willow Creek Healthcare Center** whose principal place of business is **650 W Alluvial Ave, Clovis, CA 93611** (hereinafter called “**WCHC**”).

Recitals

- A. COS has a curriculum in Physical Therapist Assistant (PTA) program, clinical experience is a required and integral component of those curricula; and
- B. COS desires the cooperation of **WCHC** in implementing a clinical educational program in PTA at **WCHC** and training students in the practical application of the PTA program.
- C. **WCHC** will benefit from the contributions of the students participating in the program; and
- D. **WCHC** wishes to assist COS in implementing the program by providing a place and opportunity for clinical experiences under the direction of an Instructor of Record/faculty member.

In consideration of the mutual agreements set forth herein, COS and **WCHC** enter into this agreement on the terms and conditions set forth below.

1. RESPONSIBILITIES AND PRIVILEGES OF COS:

- A. 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 requirements. Curriculum and course objectives are attached hereto as **Exhibit B**.
- B. COS shall assign students to **WCHC** who meet PTA requirements and qualifications to participate in the program.
- C. COS shall provide prior written request to **WCHC** approximately thirty (30) days prior to placement, when COS wishes to place students.
- D. If required, using the **WCHC** Placement List, a list of student name, dates, and location of placement will be provided to **WCHC** Education Department Director or other specified personnel prior to any assignment of students.
- E. COS shall appoint an **Academic Coordinator of Clinical Education (“ACCE”)** to administer COS responsibilities related to the program.
- F. COS shall establish and maintain ongoing communication with the **WCHC** Site Coordinator of Clinical Education (“SCCE”) regarding the program.
- G. COS shall notify the **WCHC** SCCE, at a time mutually agreed upon, of the 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 skills and experience.

- H. COS shall provide to students participating in the program training regarding exposure to blood borne pathogens.
- I. COS shall direct the assigned students to comply with the existing pertinent rules and regulations of **WCHC** and all reasonable directions given by qualified **WCHC** personnel.
- J. COS shall inform **WCHC** in the event that a student withdraws from the program or is otherwise unable to complete the program.
- K. COS shall ensure that all students have the following prior to placement:
 - 1. current measles, mumps, rubella, and tetanus/diphtheria, and influenza immunizations and history of chicken pox/varicella titer blood tests;
 - 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. Hepatitis A and B Series or a signed waiver declining immunization;
 - 4. current American Heart Association Health Care Provider BLS certification;
 - 5. completed HIPAA training;
 - 6. completed Ten (10) panel drug screen;
 - 7. completed Level I Background check;
 - 8. completed Blood Borne Pathogen training;
 - 9. valid California Driver's License and current automobile insurance; and
 - 10. completed physical signed by a physician;
- L. COS shall provide **WCHC** with the ACCE responsibilities attached hereto as **Exhibit C**.

2. RESPONSIBILITIES AND PRIVILEGES OF WCHC:

- A. **WCHC** shall cooperate with the ACCE in establishing and implementing the program at **WCHC**.
- B. **WCHC** shall designate a staff member as the SCCE. The SCCE will be responsible for coordinating the implementation of the Agreement's clinical experience. The overall supervision and direction of students during the clinical experience remains with the SCCE and/or Clinical Instructor ("CI").
- C. **WCHC** 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 **WCHC**. **WCHC** shall advise COS of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the program at **WCHC**.
- D. With the assistance of the ACCE, **WCHC** shall ensure that the students are given duties commensurate with their level of training in the program.
- E. **WCHC** shall provide the physical facilities, resources, equipment, and all other items necessary to operate in the program, including use of library facilities, when the school library is unavailable, and reasonable work and storage space.
- F. Emergency health care shall be available from **WCHC** for students injured during the clinical experience. The cost shall be borne by COS workers

compensation insurance.

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

H. **WCHC** shall immediately remove any student who poses an immediate threat or danger to **WCHC** patients, personnel or the quality of services provided at **WCHC**. **WCHC's** SCCE shall notify the program's ACCE prior to removing the student.

I. **WCHC** 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 **WCHC** for purposes of the program upon reasonable notice to **WCHC**.

J. The direct supervision and instruction of the student while at **WCHC** will be assigned to a Physical Therapist and/or Physical Therapist Assistant under the parameters outlined in **Exhibit D**. It is preferred that the clinical instructor ("CI") has successfully completed the American Physical Therapy Association's Credentialed Clinical Instructor ("CI") program and is listed with the State of California Physical Therapy Board as a CI.

3. STATUS OF STUDENTS: Clinical students are not COS or **WCHC** employees. The parties agree that COS clinical students are fulfilling specific requirements for study experience as part of the degree, academic program, or certificate requirements and, therefore, COS clinical students are not to be considered employees or agents of either COS or **WCHC** for any purpose, including employee benefit programs. Clinical students will not be compensated for time, travel, housing, or food during their clinical experience.

A. Clinical students will have the status of learners and will not replace **WCHC** staff nor give service to patients outside of their student status. **WCHC** shall not lower staff-to-patient ratio as a result of the presence of clinical students.

B. **WCHC** makes no warranties or guarantees regarding the educational experience provided by **WCHC**.

C. 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 **WCHC** employees in matters relating to the welfare of patients and the standards of **WCHC**.

4. 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.

5. ORIENTATION: COS and **WCHC** will provide an orientation.

6. **FELONY FINGERPRINTING:** COS certifies that none of its agents, employees, 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 **WCHC** authorized personnel, and shall therefore be exempted from fingerprinting requirements.

7. **COMPLIANCE WITH LAW:** COS and **WCHC** 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.

8. **INSURANCE:** COS shall maintain insurance as provided in **Exhibit A**. COS is self-insured through a Trust. Further information about the self-insurance program can be requested.

9. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by all parties with the express understanding that **WCHC** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute **WCHC** 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 agency, joint venture, franchise or partnership relation between the parties. No party shall have the right to obligate or bind the other party in any manner whatsoever.

Subject to any performance criteria contained in this Agreement, **WCHC** shall be solely responsible for determining the means and methods of performing the specified services and COS shall have no right to control or exercise any supervision over **WCHC** as to how the services will be performed. Notwithstanding this independent contractor relationship, COS shall have the right to monitor and evaluate the performance of **WCHC** to assure compliance with this Agreement.

10. **INDEMNIFICATION:** COS agrees to indemnify, defend and hold harmless **WCHC** and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses, of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from COS's negligence, or in proportion to the COS's comparative fault.

WCHC agrees to indemnify, defend, hold harmless COS and its affiliates, directors, trustees, officers, agents, and its employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from **WCHC**'s negligence, or in proportion to the **WCHC**'s comparative fault.

11. TERMINATION: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: COS and **WCHC** shall have the right to terminate this agreement without cause by giving the other party thirty (30) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination.

B. With Cause: This Agreement may be terminated by any party should the other Party:

1. be adjudged as bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of termination. 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.

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 the 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.

C. 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.

12. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **WCHC** 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.

13. 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.

14. **NOTICES:** Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail postage prepaid and addressed as follows:

COS:

Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias
915 S. Mooney Boulevard
Visalia, CA 93277
Phone # 559-737-6133
Email: Nicolema@cos.edu

WCHC:

Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Willow Creek Healthcare Center
650 W Alluvial Ave,
Clovis, CA 93611
Phone # 559-281-3349
Email: Jessica.phillips@pacshc.com

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be delivered 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.

15. **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.

16. **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 right or remedy.

17. **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 California.

18. **WAIVERS:** The failure of any party to insist on strict compliance with any provision of the Agreement shall not be considered a waiver of the right 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.

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

20. **CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY:** This agreement is subject to all applicable laws and regulations. If any provision of the 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 provisions 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.

21. 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.

22. ASSURANCES OF NON-DISCRIMINATION: WCHC 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.

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

24. 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 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 both parties, but in the 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 cost of mediation. If mediation fails to resolve the dispute within 30 days, any party may pursue litigation to resolve the dispute.

25. DATA SECURITY AND CONFIDENTIALITY: Clinical students participating in clinical education coursework at WCHC, for HIPAA purposes only, are considered part of the workforce of WCHC, and are granted access to patient information according to and under the limits and restrictions of the Policies and Procedures of WCHC.

"Data means, but is not necessarily limited to, electronic Protected Health Information ("PHI") subject to the Health Information Portability and Accountability Act of 1996 ("HIPAA") and Individually Identifiable Health Information ("IIHI") which may or may not be subject to HIPAA, research information, documents, files, memoranda, printouts, and any and all information relating to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, as well as any or all information which identifies an individual or for which there is a reasonable basis to believe can be used to identify an individual."

A. Confidentiality: COS hereby acknowledges that all data from WCHC is confidential and the property of WCHC.

1. The obligation to maintain the confidentiality of the data, whether created or received, survives the termination of this Agreement.
 2. Upon termination of this Agreement, if feasible, COS shall return or destroy all data received from, or created by **WCHC** on behalf of **WCHC**. If such return or destruction is not feasible, extend the protections of this Agreement to the data and limit further uses and disclosures.
- B. Safeguards: COS is not authorized to use or further disclose the data, whether created or received, other than as permitted or required by this Agreement or as required by law.
1. COS shall use appropriate safeguards to prevent use or disclosure of the data other than as provided for by this Agreement.
 2. COS shall immediately report to **WCHC** any use or disclosure of any data not provided by this Agreement, whether intentional or inadvertent, of which it becomes aware.
 3. COS shall ensure that any agents, including a subcontractor, to whom it provides protected data, shall agree to the same restrictions and conditions that apply to COS with respect to such data.
 4. COS shall make available protected health information in accordance with HIPAA § 164.524 and shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with HIPAA § 164.
 5. COS shall make available the information required to provide an accounting of disclosures in accordance with HIPAA § 164.
 6. COS shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created on behalf of **WCHC**, available to the Secretary of the Department of Health and Human Services or his/her successor or designee, for purposes of determining **WCHC** compliance with HIPAA.
- C. Access and Use: COS agrees to access and use information obtained from **WCHC** only for the purpose(s) for which COS is granted permission to access such information by **WCHC**. COS agrees not to access, use, or share any information with any person or entity who is not authorized by **WCHC** to have access to that information, disclose any information obtained from **WCHC** to any third party, other than students or agents of the COS acting in the course and scope of their duties in connection with this Agreement, without the prior written permission of **WCHC**.
- D. Irreparable Injury: Both parties agree that any breach of the confidentiality obligations of this Agreement will result in irreparable injury to **WCHC** for which there is no adequate remedy at law. Therefore, it is agreed that **WCHC** shall be entitled to equitable relief, including but not necessarily limited to an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which **WCHC** may be entitled, including damages. COS hereby agrees to defend, indemnify, and hold **WCHC**, its officers, agents, and employees, harmless from any and all claims, suits, demands, awards, and judgments for personal, emotional, or bodily injury

resulting from any disclosure of information by COS or by COS agents or students to any third party in violation of the terms of this Agreement. The terms of this paragraph shall survive termination of this Agreement.

E. Termination: COS agrees that **WCHC** may immediately terminate this Agreement and deny COS access to **WCHC** data without notice whenever **WCHC**, in its sole opinion, has determined COS, its agents, or students, had violated any of the provisions of this Agreement. In the event of such termination, COS agrees that **WCHC** shall not be liable to COS for any damages resulting from COS inability to access **WCHC** data.

F. Disclosure: If COS becomes legally compelled by law, process, or order of any court or governmental agency to disclose any confidential data of **WCHC**, COS shall immediately notify **WCHC** so that **WCHC** may seek a protective order or take other action it may deem appropriate.

26. TERM: This Agreement shall become effective for a period of **five (5) years (July 12, 2021- July 12, 2026)** unless terminated earlier as provided in this Agreement.

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

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

Date: _____

BY _____
Nicole Marquez, PT, DPT, OCS
Academic Coordinator of Clinical Education
College of the Sequoias

Date: _____

BY _____
Jessica Phillips, M.A., CCC-SLP, RAC-CT
Regional Rehab Manager
Willow Creek Healthcare Center

Date: _____

WCHC Employer Identification Number (EIN): _____

Exhibit A

INSURANCE REQUIREMENTS

WCHC 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. Worker’s 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, wither 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. Worker’s Compensation: Worker’s Compensation covering the student during the time that students participate in the program.
3. Professional Liability Insurance: Coverage is 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 **WCHC**.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability:

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

2. Worker's Liability and Employer's Liability:

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

3. All Coverage's:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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. ACCEPTIBILITY 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 the Agreement **WCHC** and COS shall provide each other with evidence of all policies or 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

PTA 150- Clinical affiliation Student Learning Outcomes

1. Given that the student was taught the importance of safety with all clinical interventions, students will be able to deliver assigned treatments safely, correctly and in a timely manner when provided with the physical therapy evaluation, plan of care with supervision at the beginning level of competence at a 70% level or better.
2. Given that the student was taught how to monitor patient response to treatment, students will be able to assess the patient response and adapt the treatment as necessary with input from the supervising therapist at a 70% level or better.
3. Given that the student was taught how to implement modifications in treatment, students will be able to assess the need for and implement modifications in the treatment when presented with patient situations that reflect abnormal responses to interventions, including emergency situations, and report patient status to the supervising PT/PTA at a 70% level or better.
4. Given that the student was taught how to instruct patients and families, students will be able to create a therapeutic presence when describing necessary information for treatment for the patient and family as directed by the supervising PT/PTA at a 70% level or better.
5. Given that the student has been taught to appraise their own strengths and limitations, students will be able to appraise their own communication skills and responses to illness and disease through self evaluation at a 70% level or better.
6. Given that the student was taught a professional level of written and oral communication skills, students will be able to formulate appropriate and effective written, oral and non-verbal communication with patients, family and peers indicating empathetic and non-judgmental attitudes at a 70% level or better.
7. Given that the student was taught specific entry level physical therapy treatment skills, students will be able to prepare and an appropriate treatment plan and progress the treatment at a beginning level, at a 70% level or better.
8. Given that the student was taught correct SOAP/progress note writing, students will be able to compose clear and concise progress notes in a timely manner on the treatments given utilizing the clinic format at the beginning level at a 70% level or better.

PTA 160-Full time clinical affiliation

Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with an intermediate level of supervision from the clinical instructor at the site at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with an intermediate level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with an intermediate level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with an intermediate level of supervision at a 70% level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with an intermediate level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with intermediate level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in lifelong learning, and a commitment to meeting the needs of the consumers to a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with intermediate level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with intermediate level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with intermediate level supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organizational activities with intermediate level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with intermediate level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

PTA 161-Full Time Clinical Student Learning Outcomes

1. Given that the student was taught the ethical, safe and reliable treatment standards for physical therapy, students will be able to demonstrate the practice of physical therapy and adhere to the ethical and legal standards with a safety level of 100%.
2. Given that the student was taught how to interpret the patient chart and other appropriate documentation, students will be able to read and assess referrals for treatment, therapist evaluations, and progress notes to safely deliver correct patient treatment with a job ready level of supervision at a 70% level or better.
3. Given that the student was taught the appropriate responses to treatment, students will be able to monitor and analyze the patient response to therapy with a job ready level of supervision at a 70% level or better.
4. Given that the student was taught how to make modifications in treatment, students will be able to assess the need for and implement modifications in treatment techniques when presented with patient situations where abnormal response to therapy has occurred, even emergency situations, with a job ready level of supervision at a 70% level or better.
5. Given that the student was taught how to instruct patients and families, students will be able to communicate necessary information utilizing a therapeutic presence to the patient and families with a job ready level of supervision at a 70 % level or better.
6. Given that the student was taught self evaluation of own communication skills, students will be able to distinguish one's own strengths, limitations, and responses to illness and disease through self evaluation at a 70% level or better.
7. Given that the student was taught correct SOAP/progress note format, students will be able to write clear and concise progress notes in a timely manner on the treatments given, utilizing the clinic format with a job ready level of supervision at a 70% level or better.
8. Given that the student was taught how to interpret medical literature, students will be able to apply the information gained from medical literature to a given patient treatment and discuss evidence based practices with the health care team at a 70% level or better.
9. Given that the student was taught to administer standardized questionnaires and perform data collection, students will be able to obtain and synthesize data collected and apply to treatment modifications with a job ready level of supervision at a 70% level or better.
10. Given that the student was taught the professional standards for PTA, students will be able to demonstrate a high level of professionalism including initiative, assertiveness, appropriate communication, interest in life-long learning and a commitment to meeting the needs of the consumers at a 70% level or better.

11. Given that the student was taught how to participate in discharge planning and follow-up, students will be able to design and implement a discharge plan, follow-up with a specific patient, and make an oral presentation with a job ready level of supervision at a 70% level or better.
12. Given that the student was taught how to communicate with the health care team, students will be able to interact and instruct other members of the healthcare team with a job ready level of supervision at a 70% level or better.
13. Given that the student was taught the role of the PTA, students will be able to implement an in-service for patients, families or health care providers about the role of the PTA at a 70% level or better.
14. Given that the student was taught billing and reimbursement procedures, students will be able to document timely treatment and billing procedures for reimbursement purposes with a job ready level of supervision at a 70% level or better.
15. Given that the student was taught the physical therapy organizational plan and operations, students will be able to distinguish the correct aspects of the physical therapy operation and participate in the organization activities with a job ready level of supervision at a 70% level or better.
16. Given that the student was taught how to measure quality assurance, students will be able to participate in a quality assurance review and activities with a job ready level of supervision at a 70% level or better.
17. Given that the student was taught the role of the PTA in clinical education, students will be able to describe the role of the PTA in clinical education of the PTA students at a 70% level or better.

Semester 1	Semester 2	Semester 3	Semester 4	Semester 5
BIOL 30- Anatomy 4 units 3 lecture/3 lab Area B	PTA 121- Fundamentals for the PTA 2 units	PTA 130- Physical agents and modalities 3 units 1 lecture/6 lab	PTA 145-Neuro Rehabilitation 3 units 2 lecture/3 hr lab	PTA 160- Clinical Affiliation 40 hr/wk x6 5 units
BIOL-31 Physiology 4 units 3 lecture/3 lab Area B	PTA 125-Basic principles of patient care 3 units 2 lecture/3 lab	PTA 139 Pathology 2 units	PTA 152 Cardiopulmonary 3 units 2 lecture/3 hr lab	PTA 161- Clinical Affiliation 40 hr/wk x7 6 units
ENGL 1- College English 4 units Area A1	PTA 128 Kinesiology 3 units 2 lecture/3 lab	PTA 140 Administration 1 unit	PTA 155 Therapeutic Exercise 4 units 2 lecture/6 lab	PTA 170- Seminar 1 unit
Math Requirement	PTA 131 Physics 1 Unit Humanities- Area C 3 units Health/Wellness-Area E 3 units	PTA 148 Orthopedics 3 units 2 lecture/3 lab PTA 150 Clinical Affiliation 3 units(4 wk/40) Communication 3 Units- Area A2	GE Electives Govt 5 or Hist 17/18 3 units Area D PE or Dance 2 units	

Exhibit C **ACCE Responsibilities**

ACCE Responsibilities are:

ACCE will plan, develop, implement, coordinate and assess all clinical instruction. ACCE will process the evaluation Clinical Performance Instrument (CPI) of students. ACCE will provide documented records and assessment of the clinical education component including clinical education sites, clinical educators, etc. ACCE will perform academic responsibilities consistent with the Commission on Accreditation in Physical Therapy Education (CAPTE), and with institutional Policy.

- Manage administrative responsibilities consistent with CAPTE, federal/state regulations, institutional policy, and practice setting requirements.
- Develop criteria and procedures for clinical site selection, utilization, and assessment (e.g. APTA Guidelines for Clinical Education).
- Collaborate with clinical faculty to promote, coordinate, plan and provide clinical faculty development opportunities using effective instructional methodologies and technologies.

Knowledge and Abilities

Knowledge of:

- Legislative, regulatory, legal, and practice issues affecting clinical education, students and the professional of physical therapy.
- Educational, management, and adult learning theory and principles.
- Strong communication, organization, interpersonal, problem-solving and counseling techniques.

Ability to:

- Meet faculty requirements as stated in the Evaluative Criteria for Physical Therapy Education Programs.
- Design and conduct independent and/or collaborative research in clinical education.
- Work with students with special needs, based on the Americans with Disabilities Act (ADA).
- Initiate, administer, assess, and document clinical education programs.
- Communicate effectively both orally and in writing.
- Work independently and coordinate work with other colleagues and peers.

Exhibit D

Patient care and safety is ultimately the responsibility of the appointed clinical instructor. Clinical instructors assume the role as the treating physical therapist or physical therapist assistant in all clinical education experiences. **It is understood by all parties to this agreement that the treating physical therapist/physical therapist assistant assigned to the patient is solely responsible for patient care.**