

**EDUCATIONAL AFFILIATION AGREEMENT**  
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Insert name of Agency (“Clinical Facility”), located at Insert Address of Agency.

**PART I. BASIS AND PURPOSE OF AGREEMENT**

**WHEREAS**, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

**WHEREAS**, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

**WHEREAS**, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

**WHEREAS**, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

**NOW, THEREFORE**, District and Clinical Facility do covenant and agree as follows:

**PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be binding and deemed effective on Insert Effective Date and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

## **GENERAL RESPONSIBILITIES OF DISTRICT**

### A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

### B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.
2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

### C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

## **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

### A. For the Program in General

1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the

responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.

3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Clinical Facility staff.
  - d. First aid treatment with written consent required for minors.
  - e. Access to sources of information for education purposes such as:
    1. Patient's chart.
    2. Procedure guides policy manuals.
    3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
    4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

## **JOINT RESPONSIBILITIES AND PRIVILEGES**

### A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
  - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
  - b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
  - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
  - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
  - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
  - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
  - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.

- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

**OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or

extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

**To Clinical Facility:**

Insert Name of Facility

Attn: Insert name of Facility contact

Insert Address of Facility

City, Sate Zip

**To District:**

Santa Ana College

Attn: Academic Fieldwork Coordinator

1530 West 17th Street

Santa Ana, CA 92706

**With a copy to:**

Rancho Santiago Community College District

ATTN: Vice Chancellor of Business Services

2323 North Broadway

Santa Ana, CA 92706

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**District:**  
**Rancho Santiago Community College**  
**District**

**Clinical Facility:**  
**Insert Name of Agency**

\_\_\_\_\_  
Iris I. Ingram  
Vice Chancellor of Business Services

\_\_\_\_\_  
Name of Authorized Person

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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