AFFILIATE LABORATORY AGREEMENT BETWEEN

[Healthcare Agency Name]

AND

SANTA MONICA COMMUNITY COLLEGE DISTRICT

This affiliation agreement between SANTA MONICA COMMUNITY COLLEGE DISTRICT (“the District”) and [Healthcare Agency Name] (the Healthcare Agency”) supersedes any and all prior agreements between the parties relative to the subject matter herein shall be effective for a period of two years commencing 10/01/12 and ending 09/30/14. This agreement may be extended bi-annually for a period of two years by written agreement signed by the parties at least 90 days in advance of the termination date of (08/30/13) each of the years of the agreement.

WHEREAS, it is of mutual interest and advantage of the aforesaid parties that the students enrolled in the District be given the benefit of field instruction in education for Medical Laboratory Technology at the Healthcare Agency.

NOW, THEREFORE, the District effects the following affiliation with the Healthcare Agency regarding the use of Healthcare Agency facilities by students in the District in connection with the District’s Medical Laboratory Technician (“the Program”).

This agreement shall be governed by the following conditions and covenants:

I) RESPONSIBILITIES

a) The College, acting within the scope of their duties:

1) Will utilize established protocol to make plans for observation and experience through the Clinical Affiliate. The College shall provide the written objectives of the clinical experience to the Clinical Affiliate prior to the start of any clinical experience;
2) Will provide faculty members for the Medical Laboratory Technician Program, who will be responsible for the instruction, control, supervision, assignment, and evaluation of the students in the preclinical areas. The College will coordinate and be responsible in conjunction with the Clinical Affiliate Coordinator for the clinical experience;

3) Will secure and maintain Program accreditation from the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) and approval from the California Department of Public Health’s Laboratory Field Services;

4) Will designate College/Program staff to:
   (i) Plan the clinical experiences of the students after consulting with Clinical Affiliate staff
   (ii) Act as point of contact for the Clinical Affiliate staff regarding all Program policies and procedures and any student issue that may arise;

5) Will require that each student has a health examination and to maintain a file for each student at the College. That file will contain immunization records and documentation of health preventative measures as required by the College, Clinical Affiliate’s, and Centers for Disease Control policies/guidelines;

6) Will inform the Program students of the Clinical Affiliate’s policies and procedures during each clinical experience;

7) The District shall secure and maintain no less insurance than set forth below, adequate to protect it from claims which may arise from the performance of this agreement; and District shall furnish the Healthcare Agency certificates upon request of such insurance which shall include a minimum of thirty (30) days cancellation clause:
   (i) Worker’s Compensation Insurance in accordance with the provisions of the California Education Code Section 78249, adequate to protect the District from claims under Worker’s Compensation Acts which are not the result of any negligence or omissions of the Organization.
   (ii) Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than $500,000 for each person, $1,000,000 for each occurrence, and Property Damage limit of not less than $200,000.
(iii) Malpractice Insurance for its instructors adequate to protect the District from claims arising through the performance of this agreement. District will require, as a prerequisite to participation, that students will secure and maintain malpractice coverage throughout the term of their participation in the program. Please note that students are included under the definition of a Covered Party in the State Wide Association of Community College’s Memorandum of Coverage Declarations (SWACC MOC.)

8) Will obtain signed Confidentiality Agreements from each student and forward the signed agreement to the Clinical Affiliate’s compliance officer prior to the first day of clinical experience; and

9) Shall remove or reassign any student that is not compliant with the Clinical Affiliate’s policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or the Clinical Affiliate’s operations.

b) The Clinical Affiliate acting within the scope of their duties:

1) Will serve as a clinical laboratory that meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of Laboratory Medicine;

2) Will maintain complete authority and control over all Clinical Affiliate administration and laboratory service function activities;

3) Will name a contact individual (Clinical Affiliate Coordinator) who will be responsible for planning with College/Program staff the student learning experiences and who will oversee the clinical experience at Clinical Affiliate. The Clinical Affiliate Coordinator will be responsible to the College for such matters as reporting of attendance and the evaluation of student’s activities at the Clinical Affiliate;

4) Will provide appropriate opportunities for observation and practical experiences within the laboratory and other appropriate departments and units;

5) Will make available members of its staff to assist in the orientation of College/Program staff and students to the physical facilities, policies, and procedures of the Clinical Affiliate;

6) Will provide instruction and supervision when and where students are working with patients and/or samples and equipment.
7) Will complete the written evaluation of student performance provided by the Program, and return it to the Program office. The College will provide the Clinical Affiliate Coordinator with evaluation forms to be filled out on each student and will provide instruction to the Clinical Affiliate Coordinator as to how the evaluation is to be made;

8) Understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. & 1232 (g) and agrees to abide by its provisions;

9) Will inform the College regarding changes in clinical facilities or processes which may affect the clinical experience of the College’s students;

10) Will provide access to physical premises at reasonable times and with reasonable advance notice to representatives of the College/Program and the representatives of the College’s/Program’s accrediting bodies; and

11) Will insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, of professional and general liability;

12) Will communicate any concerns or problems with the student’s performance to the assigned faculty from the District. The Healthcare Agency may, at any time, discharge a student from the Healthcare Agency setting for cause and upon notice;

13) Will provide records of range and volume of work performed, performance on quality control programs, and staffing information when requested by the College.

14) Shall hold harmless, indemnify and defend in favor of the District and its officers, employees, agents, volunteers, and representatives, in connection with any claim or liability arising out of the conduct of the Healthcare Agency’s business, where the District or any of its employees or students is not a party to such conduct.

c) Joint responsibilities of the College and Clinical Affiliate:

1) To annually review and discuss didactic and clinical education of the students;

2) To determine the number of students assigned to the Clinical Affiliate;

3) To meet at least once during each student clinical experience to discuss student progress;
4) Have joint input into any disciplinary action relating to student conduct and may withdraw any student from the Program by mutual consent of the Program Director and the Clinical Affiliate Coordinator; and

5) To annually review and discuss the Clinical Affiliation Agreement.

d) The College and the Clinical Affiliate agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in securing evidence and obtaining the cooperation of witnesses.

II) EXPLANATION

1) All parties to this Agreement are responsible for explaining the terms of the Agreement to members of the staff and/or students of their respective institutions and for promoting a positive attitude on the part of all concerned in adhering to both the letter and the spirit of this cooperative Agreement.

2) Routine administrative details will be resolved at conferences between the Clinical Affiliate Coordinator and the assigned College/Program representative.

3) The College shall make provisions for ongoing communication between clinical faculty for exchange of information and views. Documentation of ongoing communication may be in the form of e-mail, phone logs, and/or written communications. Additional communication may be provided by teleconference or meeting as deemed necessary.

III) TERMINATION OF AGREEMENT

1) This Agreement may be terminated by either party hereto by giving the other written notice thereof prior to October 1 preceding the practicum. Should the Agreement remain in effect, it may be revised as the occasion demands to assure mutual satisfaction. Should a student’s practical experience be in progress at the time the Clinical Affiliate presents a request for termination of the Affiliation Agreement, the student shall be permitted to complete the requirements of the clinical practicum in progress prior to termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as of the day and year of the final signature below.