

## Affiliation Agreement

This Affiliation Agreement is entered into on the \_ and \_ day of \_\_\_\_\_(the "Effective Date") by between the below mentioned parties:

<b>Ventura College Veterinary Technology Program</b>	<b>Affiliate Information ("Affiliate")</b>
Ventura College 4667 Telegraph Road, Ventura, CA 93003  (805) 289 6430 McKenzie Rasmussen, DVM	County of Ventura, Acting through its Animal Services Division 600 Aviation Drive Camarillo, CA 93010 (805) 388-4341 Eline Britz, DVM

WHEREAS, Ventura College, acting through its Veterinary Technology Program ("the College") offers to enrolled students in a program in the field of **Registered Veterinary Technology** and has established a program of in-the-field education and community or institutional internship (hereinafter referred to as "the Training Program") at the option of the student (hereinafter referred to as "student"), which requires clinical facilities, equipment, services and tutelage of approved practitioners (hereinafter referred to as "preceptors") to provide this practical experience; and

WHEREAS, the County of Ventura, acting through its Animal Services Division ("the Affiliate") operates clinical facilities, equipment, and services with approved preceptor(s) to provide the necessary practical experience; and

WHEREAS, Affiliate has agreed to make its facilities available to the College's **Registered Veterinary Technology** students to provide a real world, hands-on and practical learning experience.

NOW, THEREFORE, it is agreed by and between the College and Affiliate as follows:

A. Responsibilities of the College:

The College will:

1. Appoint an Externship Coordinator and/or Faculty/Instructor to serve as a liaison between the College and Affiliate to assist the preceptors and students in attaining the objectives of the Training Program.
2. Establish standards and appoint approved instructors to evaluate and guide the student's learning process.
3. Provide information regarding dates for period of instruction, in accordance with the College calendar and forecasts of students to be assigned to various preceptors of Affiliate.
4. Assist in processing and screening all students participating in the Training Program prior to commencing the training, including assuring that they meet requirements such as immunizations standards.
5. Provide evidence of liability insurance coverage or of financial responsibility acceptable to the Affiliate, as set forth in the attached Exhibit B, as assurance of its accountability for any losses, liabilities, or expenses.

B. Responsibilities of the Affiliate:

The Affiliate will:

- 1, Provide externship/internship/clinical opportunities for the students consistent with its primary obligations to service its patients or clients, and consistent with its available space and facilities.
2. Provide hands-on instruction and professional training in all aspects of performing as a veterinary technician available at Affiliate, in accordance with guidelines and objectives of the Training Program including the review of objectives and student learning experiences.
3. Maintain responsibility for supervision and control of students at the externship/clinical site during the externship/clinical period.
4. Complete records and reports necessary to evaluate performance, conduct and verification of the student's participation.
5. Accept student(s) as designated by the College to be assigned to approved preceptor(s) of Affiliate, and permit each student to train under the tutelage of the assigned preceptor for a period of instruction as designated by the College, All designated placements are subject to Affiliate approval.
- 6, Provide opportunities for students to use existing equipment, facilities, supplies and services requisite to attainment of the objectives of the program. Affiliate will not be required to incur any additional expense or provide any additional equipment, facilities, supplies and services as a result of this Agreement
7. Authorize the preceptor(s) of Affiliate to participate in the College's applicable program for this period of this Agreement.
8. Provide at least one opportunity to a student per internship rotation (typically every summer). Externship/internship/clinical placement will be dependent, however, on patient census or patient volume.

C, Expenses, Compensation, and Transportation: Affiliate and College acknowledge that neither the College nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Affiliate, unless the student is currently employed by the Affiliate. The students are neither employees of the College nor Affiliate and no stipend will be provided to the students by College or Affiliate. Participants will be responsible for their transportation to and from Affiliate location and any other related expenses, including meals. It is specifically agreed that neither the College nor Affiliate shall be responsible for costs or expenditures incurred by the other in the conduct of the practical Training Program.

- D. Student Confidentiality, Non-Disclosure, and Required Training: During the course of training, students assigned to Affiliate shall in no case be considered employees of Affiliate, unless the student is currently employed by the Affiliate. Students and faculty members shall adhere to the rules, regulations, procedures and policies of Affiliate while on the premises and during the course of instruction in the Training Program, including but not limited to the Student Confidentiality and Nondisclosure Agreement, attached hereto as Exhibit A. Students shall undertake and certify successful completion of all training required by Affiliate for personnel, such as HIPAA Privacy training, as may be applicable. Additionally, in accordance with the Family Educational Records Privacy Act, Affiliate shall keep confidential all evaluations and communications regarding the performance of the students, providing that information only to persons at Affiliate with a need to know such information, and to the College.
- E. Termination of Student(s) and Notification: Affiliate shall have the right, at its sole discretion, to terminate the use of its resources by any student for violations of the rules, regulations, procedures and policies or for inappropriate behavior, poor performance, unacceptable attendance or any other cause deemed appropriate by the Affiliate. Affiliate shall notify the designated College representative as soon as reasonably possible if such termination occurs. Affiliate reserves the right to take immediate action where necessary to maintain the operation of its facilities free from any disruption. The College may discontinue the assignment of any student at any time during the period of this Agreement.
- F. Hold Harmless, Acts of Negligence and Willful Misconduct: Affiliate agrees to defend, indemnify and hold the College, its officers, directors, or employees harmless for any and all third party claims, damages, lawsuits and expenses (including attorneys' fees) against the College resulting from omissions or acts of negligence or willful misconduct committed by Affiliate, any of Affiliate's agents, officers, servants or employees. The College agrees to defend, indemnify and hold harmless Affiliate, its officers, directors and employees for any and all third party claims, damages, lawsuits and expenses (including attorney's fees) against Affiliate resulting from omissions or acts of negligence or willful misconduct committed by the College, any of the College's agents, officers, faculty, students, other students or employees.
- G. Non-Discriminatory Policy: The College and Affiliate practice non-discriminatory policies. Neither party shall discriminate against any assigned student or other representative of the other party during the course of the Training Program on the basis of race, color, creed, sex, sexual orientation, disability, religion or national origin.
- H. Mutual Consent: This Agreement may be amended by mutual written consent executed by the officials executing this agreement or their successor.
- I. Effective Date, Terms, Termination of Agreement: This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon sixty (60) days' written notice to the other. Subject to mutual agreement of the parties, such termination may not prevent those students already participating in the Training Program from completing their assignment at Affiliate.

- J. Arbitration: All claims or controversies governing this Agreement, or arising in any way out of the performance of this Agreement, shall be subject to arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Nothing herein shall prohibit a party from seeking equitable relief in a court of law to maintain the status quo while an arbitration is pending hereunder. Notwithstanding the foregoing, neither College nor Affiliate shall be required to participate in any arbitration proceedings under this Agreement relating to any professional liability claim if such participation would violate the terms and conditions of the professional liability coverage of College or Affiliate.
  
- K. Volunteer Waiver Form. Prior to being accepted by the Affiliate, each College student will be required to sign the Affiliate's standard volunteer waiver form, a template of which is attached in Exhibit C, with the proviso that the College student will be overseen by the Affiliate's veterinary staff, and that veterinary staff will be substituted on the form in place of all references to the volunteer coordinator.
  
- L. Entire Agreement. This Agreement represents the complete understanding between the College and the Affiliate. It shall supersede all prior understandings and promises relating to this subject matter.

This Agreement shall be governed and construed in accordance with the laws of the State in which Affiliate's clinical facility is located, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Affiliate's clinical facility is located.

*Executed and acknowledged as the Agreement by an authorized representative of each party:*

By: Ventura College Veterinary Technology Program

Signature \_\_\_\_\_

Name (Print or Type) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By: Ventura County Animal Services

Signature \_\_\_\_\_

Name (Print or Type) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A

## Student Confidentiality and Nondisclosure Agreement

I, \_\_\_\_\_, hereby affirm my commitment to protect the privacy and confidentiality of all "Privileged" and/or "Confidential Information" as outlined by Charter College, Affiliate Externship Affiliates and/or Federal, State, and Local statutes and regulations (e.g., HIPAA and 42 CFR Part 2). "Confidential Information" shall include all individual data (patient, client and/or student), materials, programs, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information and other information disclosed or submitted, orally, in writing, or by any other media at Charter College or at any of its Affiliate Externship sites. All individually identifiable information, data, and the like in electronic, paper and other forms transmitted, stored and/or processed through, on or in any component of is considered "Privileged" and/or "Confidential Information."

I understand that Charter College reminds its students of their privacy and confidentiality obligations on a periodic basis to help ensure compliance, due to the significance of this issue. By my signature below, I acknowledge that I made the commitment as set forth below at the time of my extern assignment, I confirm my past compliance with it, and I affirm my continued obligation to it.

I agree that access in any way and at any time whatsoever to any and/or all "Privileged" and/or "Confidential Information" shall be within the scope of my authorized duties and responsibilities. Any unauthorized access to, use of, or personal possession of the "Privileged" and/or "Confidential Information" is strictly prohibited. I agree not to reveal, disclose, or otherwise allow any other person to gain access, directly or indirectly to the "Privileged" and/or "Confidential Information," except as expressly authorized through the scope of my duties and responsibilities and as outlined by Federal, State, and Local statutes and regulations (e.g., HIPAA and 42 CFR Part 2).

Privacy and confidentiality violations or suspected violations shall be pursued through applicable disciplinary procedures as set forth by Charter College and/or the Affiliate Externship site. Disciplinary action may include immediate termination of the externship, dismissal from Charter College, and /or restitution for damages as outlined by Federal, State, and Local statutes and regulations.

I have read thoroughly and fully understand this Student Confidentiality and Nondisclosure Agreement.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## EXHIBIT 8

### 1. INSURANCE PROVISIONS

- A) College, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of College and Employer's Liability in the minimum amount of \$1,000,000.
  - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects Affiliate and any insurance or self-insurance maintained by Affiliate will be excess of College's insurance coverage and will not contribute to it.
- C) Affiliate is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured as respects work done by College under the terms of this Agreement on all policies required (except Workers' Compensation).
- E) College agrees to waive all rights of subrogation against the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by College under the terms of this Agreement.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) College agrees to provide Affiliate with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsements.
  3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

## EXHIBIT C

**Waiver and Release of Liability**      If accepted as a VCAS volunteer, my signature below indicates that I have read, understand, and agree to the following:

- In exchange for the privilege and license to enter and use Ventura County Animal Services ("VCAS") facilities, and interaction with the VCAS animals on or off VCAS premises, I do hereby release and forever hold harmless the County of Ventura, its Board of Supervisors, the Ventura County Animal Services Division, and their officers, agents, employees, representatives, successors and assigns (collectively herein "County") from and against any and all claims for injury, disability, or death sustained by me or for damage to my property, and from any other claims, demands, liability, judgments, awards, costs and expenses of whatsoever kind and nature, which may arise from or during my use of VCAS facilities, and interaction with VCAS animals on or off VCAS premises. I agree to indemnify, defend and hold harmless the County from and against any and all liability whatsoever arising out of or related to my negligent performance of duties under this agreement.
- I will treat all animals and other volunteers with respect and I will work as a team member with all volunteers. I hereby certify that I have never been convicted of animal cruelty, neglect, or abandonment.
- I will abide by all VCAS policies and procedures and follow the directions/instructions of the Licensed Veterinarian, Registered Veterinary Technician and Animal Control Officers.
- I agree to be supervised by the appropriate staff members and will report any problems that arise directly to the Licensed Veterinarian.
- I understand my privilege to enter and use the facilities carries certain risks, such as, personal injury, property damage, disability, or death and I hereby assume fully all risks from my use of said facilities as a volunteer.
- I understand the possible risk of bringing home illnesses from the Shelter to personal pets or vice versa and must have current vaccinations for animals at home.
- I understand the potential safety risks of working with animals and that I may not bring friends or relatives with me while working at the shelter facility.
- I acknowledge that my use of the facilities is for my own benefit, is voluntary, and is personal, and is not assignable to or intended to support any group for any reason except VCAS.
- My use of the facilities is not within the scope of any employment relationship between the County and myself. I will not be compensated in any form for my time spent at the facilities or my efforts expended within the facilities; nor will I be covered by the County's worker's compensation program should I be injured.
- I understand that VCAS relies on me to be present for all of my scheduled shifts. In addition, I will also provide advance notice to the Licensed Veterinarian of any such shift changes.

I authorize VCAS to seek emergency medical treatment for me in case of accident, injury, or illness. I understand and acknowledge that it is my responsibility not to exceed any guidelines that my physician or other health care provider has established or may establish for me. It is solely my responsibility to determine what my physical limitations are or may be and that I should disclose these limitations on my volunteer application.

- I warrant that as of the date of this signing that I currently have sufficient health, disability and life insurance as determined by me or my advisors to cover me. Moreover, I fully assume any and all risk for any lapse in or insufficiency of coverage in said health, disability, and life insurance in the event of my injury, disability, damage or death resulting from the use of the facilities.
- If I fail to abide by the terms of this Agreement or am otherwise unable to meet the requirements of the Training Program, which are subject to change by VCAS from time to time, I understand that I will be terminated from the Training Program. I also understand that I may at any time be removed from my position at the sole discretion of the Licensed Veterinarian or other VCAS senior managers.
- Tetanus Information: I understand that because I may handle animals, it is important to discuss the tetanus vaccine with my physician. I release VCAS from all responsibility that may occur because of my not pursuing this matter further and I understand whatever decision I make is at my own risk.
- I give permission for VCAS to photograph or film me for use in any publication, educational, or advertising purposes VCAS may designate.
- I state that I am of lawful age and legally competent to sign this Agreement and Release of Liability.
- I certify that the information provided here is accurate and complete. I authorize reference and employment verification as necessary for specific positions.
- I acknowledge that my volunteer status with the County is classified as unpaid, and that I am ineligible for Workers Compensation coverage if injured while volunteering. I understand that I will not be compensated monetarily for the work I do while volunteering with Ventura County Animal Services. I agree that, for any accident or injury that I may be a party to or witness, I will make a report to the Licensed Veterinarian or other shelter supervisor immediately so an accident or injury report can be completed.

\_\_\_\_\_  
Print First & Last Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date