

**AGREEMENT FOR STUDENT CLINICAL PRACTICE AND TRAINING**  
**(PRACTICE PROGRAMS)**

This AGREEMENT FOR CLINICAL PROGRAMS IN CAREERS IN HEALTHCARE, dated effective as of, January 30, 2016 ("Agreement Effective Date") entered into by and among the Moreno Valley Unified School District, located at 25634 Alessandro Blvd, Moreno Valley ,Ca 92553 and KAISER FOUNDATION HOSPITALS, a California nonprofit public benefit corporation ("Hospitals"), and SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, a California partnership ("Medical Group"). Hospitals and Medical Group are sometimes collectively or individually referred to herein as "Kaiser Entities".

**WITNESSETH:**

WHEREAS, District at Valley View, Vista Del Lago, and Canyon Springs High School campus) operates curricula for its students in subject areas related to health services and such curricula include clinical practice training program(s) ("Program(s)"), a list of which is set forth in Exhibit A attached hereto; and

WHEREAS, the said curricula comply with all applicable laws and regulations; and

WHEREAS, respective Kaiser Entities operate certain clinical practice services which are suitable for the Program(s) and which are based in various hospital, medical office, administrative, support and other facilities throughout Southern California ("Facilities"); and

WHEREAS, all parties hereto will benefit if students of the Program(s) use the Facilities during their participation in the Program(s) to facilitate their clinical education experience and practical training.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL INFORMATION

A. This Agreement governs the establishment and operation of the Program(s) at Facilities within the Southern California Region as designated by Kaiser Entities and which may change from time to time. Applicable Kaiser Entities may make arrangements for the Program(s) on the terms and conditions set forth herein.

B. Kaiser Entities, at their respective Facilities, are solely responsible for determining whether to participate or continue participation in the Program(s) with respect to such Facilities.

C. If Kaiser Entities were parties to one or more agreements or Memoranda of Understanding regarding the same subject matter as this Agreement, then those previous agreements or Memoranda will be considered terminated by the parties, it being the intent of the parties to have this single Agreement supersede any and all prior agreements for Programs at the Facilities in their entirety. The parties agree that the Program(s) are intended only for students who are 18 years old or older.

D. The parties agree that this Agreement is not exclusive as to either party.

II. DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

A. Be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions, developing evaluation instruments and other documentation, and general administrative oversight of the Program(s).

B. Select the students in the Program(s), who are enrolled and in good standing in the School, and have completed all School requirements to be assigned for clinical training; and deliver to Kaiser Entities a writing setting forth the names of such students, and making the representations above for each of them. Kaiser Entities shall respond by indicating which of these students they will accept in the Facilities designated for their clinical assignments that are acceptable to respective Kaiser Entities at each of its respective Facilities.

C. Propose in writing faculty or employees (if any) from and in good standing with the School, in such numbers and at such dates and times as are acceptable

to the respective Kaiser Entity that may help facilitate the training of students at each of its respective Facilities. School students, instructors, faculty members and other School representatives participating in the Program(s) at the Facilities shall be referred to collectively herein as "Program Participants."

D. Ensure that each Program Participant comply with respective Kaiser Entities' requirements for immunizations and tests. Such requirements consist of the titer results and immunization dates, or copy of medical record documentation thereof, or other analogous documentation and/or evidence acceptable to Kaiser Entities, as applicable, as set forth in Exhibit B hereto and as modified from time to time by Kaiser Entities.

E. Provide to Program Participants all materials that Kaiser Entities request to be provided to them, require every Program Participant to conform to all applicable Kaiser Entities' policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of Kaiser Entities, and require all Program Participants to attend and complete such training and orientation as required by Kaiser Entities, including, without limitation, Corporate Compliance and HIPAA training sessions.

F. Require all Program Participants to reach mutual written agreement with Kaiser Entities' designated representatives at the Facilities prior to commencement of each Program(s) session on the following matters:

1. Program Participants' schedules and placement;
2. Attendance at any conference, course or programs which might be conducted or sponsored by Kaiser Entities, as applicable; and
3. Access to, confidentiality of, use of, presentation and/or publication regarding any information or opinions by the Program Participants related to any Kaiser Entity policies, procedures, practices, data, or operations.

G. Ensure that School's faculty, employees and students, whether or not they are Program Participants, maintain the confidentiality of any Kaiser Entities proprietary information and all patient and other information received in the course of the Program(s) and do not discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of a patient's treatment plan. Without limiting the generality of the foregoing, School shall not permit the Program

Participants to disclose Individually Identifiable Health Information (as that term is defined by regulations promulgated under the Health Insurance Profitability and Accountability Act ("HIPAA"), or its successor) to School or School's employees under any circumstances (including, without limitation, for educational, discipline or other purposes); provided, however, that health information that has been de-identified (as such term is defined under HIPAA regulations) may be disclosed. Otherwise, School or its employees shall not gain access to Individually Identifiable Health Information from Kaiser Entities or Program Participants unless the patient has first given consent using a form approved by Kaiser Entities that complies with applicable state and federal laws, including, without limitation, HIPAA. Without limiting the generality of the foregoing, School shall require each Program Participant, as a condition of participating in the Program(s) to execute the Confidentiality Agreement in the form acceptable to Kaiser Entities. The parties recognize that HIPAA permits the use and disclosure of protected health information ("PHI") to conduct Health Care Operations, which include the training and educational programs of a covered entity. KP is a covered entity under HIPAA.

H. Prior to the time each Program Participant first reports to the Facilities, and periodically thereafter as deemed appropriate by School and/or Kaiser Entities during the term of the Program Participant's participation, conduct background check drug screening (if applicable), and criminal screening of each such Program Participant in accordance with the applicable Kaiser Entities' policies, and other requirements (e.g., regulatory or licensing) that are applicable to Program(s) and certify to Kaiser Entities that the results of such background checks and criminal screenings are satisfactory for such Program Participant's participation in the Program(s). Subject to any confidentiality laws, School shall require each Program Participant to execute a release of the background and security screenings information to Kaiser Entities and to provide to Kaiser Entities all adverse results of such background checks, drug screening (if applicable), and criminal screenings.

I. As a condition to each Program Participant's access to the Facilities, provide to respective Kaiser Entities at a date and time and in a format as specified by Kaiser Entities, but at least 14 days before commencement of participation in any Program the following information about each Program Participant:

1. Name, address and telephone number, e-mail address, emergency notification information and other contact information as may be required;
2. Information about each Program Participant's health care insurance and providers (e.g., primary care physician);
3. Dates and hours of such Program Participant's assignment at the Facilities;
4. Proof of insurance coverages required by this Agreement;
5. Copies of such forms signed by Program Participant as may be required by Kaiser Entities.
6. Certification, or proof of compliance with the requirements for immunizations and vaccinations, as set forth in Exhibit B, and the background screening under Section II.H above;
7. Evidence of compliance with other requirements set forth in this Section II, as reasonably requested by Kaiser Entities; and
8. All other reasonable information about the Program(s) and students as requested by respective Kaiser Entities.

Failure to provide such information for a particular Program Participant within the time requested by Kaiser Entities shall result in denial of such Program Participant's access to the respective Facility.

J. Ensure that every Program Participant complies with all applicable federal, state, and local laws, rules and regulations, including, without limitation, licensing and education requirements and other pre-requisites for the Program(s), occupational health and safety and environmental statutes and regulations, and the OSHA bloodborne pathogens standard, 8 CCR Section 5193.

K. Ensure that each Program Participant has appropriate health insurance coverage and has means of transportation to and from the Facility.

L. Ensure that each Program Participant meets the following qualifications in addition to the qualifications set forth elsewhere in this agreement:

1. The Program Participant is not the subject of, or otherwise materially involved in, any government investigation of the student's business practices or the provision of professional services, including being served with a search warrant in connection with such activities;

2. The Program Participant is not the subject of any current suit, action or other legal proceeding arising out of the student's professional services;

3. The Program Participant has not been required to pay damages or any other amount in malpractice action by way of judgment or settlement in the prior five (5) years;

4. The Program Participant is not incapacitated from performing any services at the Facility;

5. The Program Participant has not been charged with or convicted of a criminal offense; and

6. The Program Participant has not been barred, suspended or otherwise ineligible to participate in the Medicare or Medi-Cal programs or any other federal or state healthcare program.

M. Provide to Kaiser Entities periodic reports regarding the Program(s) and Program Participant(s) as reasonably requested by Kaiser Entities.

N. Designate one or more School administrators or employees to participate with Kaiser Entities to plan, implement and coordinate the Program(s) and act as a liaison or liaisons with Kaiser Entities (the "Program Liaison(s)"). The name of the designated person(s) shall be given to Kaiser Entities prior to commencement of the Program(s) by a process, time and date specified by Kaiser Entities at each respective Facility.

O. Each Program Liaison shall be responsible for contacting the appropriate Kaiser Entity representative in order to obtain consent to establish Programs and to make arrangements for approved Programs. Such arrangements shall be made prior to the commencement of each Program and shall include establishment of the following by mutual consent with respect to the Program at each Facility:

1. The maximum number of students to be accepted at any time in the Program.

2. The number of hours for each Program Participant's Program and the time period during which the hours must be completed.

3. All prerequisites for acceptance of Program Participants into the Program, including but not limited to, course work physical requirements.

4. The general structure of the Program and other administrative matters.

### III. RESPONSIBILITIES OF KAISER ENTITIES

#### RESPECTIVE KAISER ENTITIES SHALL:

A. Provide clinical education and professional practice experience planned, organized, and administered by Kaiser Entities' professional and medical staff in accordance with mutually agreed educational and experiential standards, objectives, guidelines and needs. Kaiser Entities shall have no obligation to take any Program Participant(s) by virtue of this Agreement and retain the sole right and discretion to decline a request to participate in Programs by any Program Participant.

B. Retain full responsibility for patient care that meets Kaiser Entities' standards for the operation of the Facility and/or the direct or indirect care of patients.

C. Permit access for the Program Participants to the Facilities as necessary to participate in the Program(s) so long as such access does not interfere with the regular or special situation activities of the Facilities.

D. Permit designated Kaiser Entities' employees and other personnel at the Facilities to participate in the Program(s) to enhance the students' education so long as such participation does not interfere with the employees' and personnel's regular or special service commitments. Permit such designated employees and other personnel that participate in the Program(s) to reasonably attend preceptor training programs as intended to comply with the standards of the organization that accredits School's curricula.

E. Provide, subject to availability, appropriate space, equipment and supplies, as necessary to meet the objectives of the Program(s). Notwithstanding anything to the contrary contained herein, Kaiser Entities shall only be obligated to provide such

space, equipment and personnel as maintained thereby at the Facilities from time to time in the normal course of business. Any space and equipment will be provided "AS IS."

F. Provide, or arrange for, appropriate orientation regarding its policies and procedures to School and Program Participants, orientation to the Facilities and other applicable training and orientation sessions for, and provide necessary written materials to be distributed to, the Program Participants.

G. Together with School faculty, instructors and employees (if any), through its medical staff and employees, provide necessary and appropriate supervision to each student in the Program(s) to ensure that each student is capable of performing the assigned medical treatment and procedures accurately and safely. Students in the Program(s) shall be considered trainees by the Kaiser Entities and School and may not be used by Kaiser Entities to replace the Facility's staff. Kaiser Entities shall not decrease their customary number of staff as a result of the assignment of Program(s) students to the Facilities.

H. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference room space at the Facilities for use in the Program(s).

I. Designate a member of the Facilities staff to participate with the Program(s) administrators or designees to plan, implement and coordinate the Program(s) and act as a liaison with School. The name of the designated person(s) shall be given to School prior to commencement of the Program(s).

J. Provide necessary emergency health care or first aid to a student, faculty or School employee participating in the Program(s) at the Facilities, consistent with Kaiser Entities' policies and procedures at each respective Facility for responsibilities to Kaiser Entities' own employees or visitors related to an accident occurring at the Facilities. Except as herein provided for emergency health care or first aid as described above, Kaiser Entities shall have no obligation to furnish medical or surgical care to any student, faculty or employee, or provide any accident, health or any other insurance coverage for any Program Participant.

K. If the Program(s) include any radiologic Program(s), then, with respect



thereto allow the California Department of Public Health Services, Radiologic Health Branch (RHB), or its successor, to conduct unannounced inspections of any Kaiser Entities Clinical Facility in which radiologic technology students of the Program are present, as may be required, and only to the extent required by applicable law or regulation by the representatives of the agency charged with the responsibility of certifying California based health education programs, including, without limitation, the California Department of Public Health Radiological Health Branch ("CDPH-RHB").

#### IV. ACCESS TO FACILITY

Kaiser Entities shall have the right to deny access to, or remove from, the Facilities any Program Participant whom respective Kaiser Entities determine is not performing satisfactorily or is not complying with applicable Kaiser Entities' policies, procedures, and regulations. In such cases, Kaiser Entities shall submit to School a demand in writing which shall include a statement why respective Kaiser Entities demand that the Program Participant be withdrawn. School shall comply with such a demand within five (5) days of receiving it. Notwithstanding the foregoing, Kaiser Entities and respective Facilities shall have the right to deny access to, or remove from, Facilities, any of the students, faculty and School employees participating in the Program(s), immediately and without notice to School, if Kaiser Entities and/or Facilities reasonably determine that such person's actions or presence at the Facility constitutes a possible threat to health or safety of such Facility's patients, personnel or visitors, or Kaiser Entities' reputation.

#### V. INSURANCE

A. School shall self-insure, or maintain in full force and effect, at its sole expense and written by outside carriers acceptable to Kaiser Entities, on its own behalf and on behalf of each Program Participant: (1) a comprehensive general liability insurance policy to cover Program Participants while at the Facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) a professional liability insurance policy to cover Program Participants while at the Facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

B. School shall cause the comprehensive general liability insurance and professional liability insurance policies specified in Section V.A herein to name respective Kaiser Entities as additional insureds and to require thirty (30) days written notice to respective Kaiser Entities prior to the effective date of any material change to or cancellation of such policies.

C. School shall extend its usual workers' compensation insurance to cover all Program Participants who are participating in the Program(s) at the Facilities.

D. School shall present respective Kaiser Entities with satisfactory evidence of compliance with the insurance requirements specified in Sections V.A, V.B, and V.C, herein prior to execution of this Agreement, at the time of any material change thereto, and annually thereafter as provided in Section VII.A herein, or at other times upon reasonable request from Kaiser Entities.

#### VI. INDEMNIFICATION

A. School shall indemnify and hold harmless (and at Kaiser Entities' request, defend) Kaiser Entities and their affiliates and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses, judgments, or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent resulting from or in any way connected with the performance of or failure to perform obligations hereunder by School, its officers, partners, Program Participants or agents. The foregoing indemnity and hold harmless obligations of School include and apply without limitation to injury or damage to Indemnitees, Kaiser Entities, patients, Program Participants, third parties, or any or all of them and their respective property, officers, partners, employees, or agents, regardless of how such injury or damage occurred or is suffered, notwithstanding any alleged contributory negligence on the part of any claimant.

B. Notwithstanding the foregoing, School's liability hereunder shall not include any responsibility for or obligation to indemnify and hold harmless any Indemnitee from loss, damage or expense resulting solely from the negligence or willful misconduct of any Indemnitee.

C. Respective Kaiser Entities shall indemnify and hold harmless (and at School's request, defend) School from any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations for or in connection with injury or damage to any person or property resulting solely from the performance of or failure to perform obligations hereunder by respective Kaiser Entities or their officers, employees, partners or agents.

D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party hereto from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

## VII. TERM AND TERMINATION

A. This Agreement shall commence on January 30, 2016, and continue in full force and effect until terminated by either party, with or without cause, upon sixty (60) days advance written notice of its intention to terminate; provided, however, that at each anniversary of the Effective Date, prior to the commencement of each Program(s), and at such other times as reasonably requested by Kaiser Entities, School shall provide to Kaiser Entities evidence of its compliance with the insurance requirements set forth in Section V above, and its obligations under Section II above.

B. Any "without cause" termination of this Agreement or termination of the Program(s) at the Facilities shall not take effect with respect to students participating in the affected Program(s) on the date of such notice of termination or deletion until such time as they complete their scheduled Program(s) in accordance with such Program(s)' original terms.

C. Notwithstanding Section VII.A, Kaiser Entities shall have the right, but not the obligation, to terminate this Agreement immediately in the event of the occurrence of any of the following events: (a) School fails to cure a breach of any term hereof which Kaiser Entities have given School an opportunity to cure, within thirty (30) calendar days after written notice of said breach and opportunity to cure from Kaiser Entities; (b) either party suffers an appointment of a receiver, custodian, examiner or a trustee for any of its property or assets; (c) a determination is made by any governmental

entity that an independent contractor relationship does not exist between the parties; or  
(d) the Facility or the Program is closed for any reason.

D. Upon any termination of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration.

VIII. AFFIRMATIVE ACTION, NONDISCRIMINATION AND IMMIGRATION LAWS

School recognizes that as government contractors Kaiser Entities are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. School, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, including, but not limited to include the following:

A. The nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, part 60 of the Code of Federal Regulations (CFR), relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin (Federal Acquisition Regulation (FAR) at 48 CFR 52.222-26); the Rehabilitation Act of 1973, as amended, relative to the employment of qualified disabled individuals without discrimination based upon their physical or mental disabilities (FAR at 48 CFR 52.219-36); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended relative to the employment of disabled veterans and veterans of the Vietnam Era (FAR at 48 CFR 52.222-35);

B. The utilization of small, small disadvantaged, and women-owned small businesses clauses contained in the Small Business Act, as amended, relative to the utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women, in the performance of contracts awarded by federal agencies (FAR at 48 CFR 52.219-9).

C. School hereby certifies to Kaiser Entities that School shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder.

D. School and Program Participants will provide services to Members without discrimination on account of race, color, sex, gender identity, religion, national origin, age, physical or mental disability, veteran's status, sexual orientation or other status protected by applicable federal, state or local laws.

E. School agrees to comply with and be bound by each of the applicable clauses referred to in this Section VIII and recognizes that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

IX. STATUS OF SCHOOL, ITS PERSONNEL, AND KAISER ENTITIES

The parties expressly understand and agree that:

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School and/or any Kaiser Entities and/or their employees, students, partners, or agents (including, without limitation, Program Participants), but rather is an agreement by and among independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other parties. Kaiser Entities shall not be responsible to School, Program Participants or School's agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by School, Program Participants or School's agents under this Agreement. It is expressly understood that School will be responsible for all legally required tax withholding for itself and its Program Participants and agents. School warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, immigration, wage and hour laws and employment discrimination laws. It is expressly understood that none of Program Participants are employees of any Kaiser Entity for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. School will notify respective Kaiser Entities of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between School and those individuals providing services under this Agreement. Neither School nor any Program Participants shall receive any compensation from any Kaiser Entities.

X. PUBLICITY

School shall not, without the other parties' prior written consent, publish or otherwise disseminate any advertising, promotion, report, article, research piece or publicity wherein the name of any Kaiser Entity or the Kaiser Permanente Medical Care Program(s) is mentioned or otherwise reasonably identified, or use language from which a relationship between any Kaiser Entity or the Kaiser Permanente Medical Care Program(s) and School may, in the reasonable judgment of Kaiser Entities, be inferred.

XI. TRADE SECRETS AND CONFIDENTIALITY

A. During the course of its operations, Kaiser Entities have developed and will develop confidential or privileged information regarding Facility's patients or Kaiser Entities' business activities, including without limitation records, files, charts, documents, patient lists, patient files, books, data, operating manuals, symbols, trademarks, trade names, service marks, designs, patient lists, financial and operational data and/or methodologies, procedures, processes, and other copyrighted, patented, trademarked, or legally protectable information which is confidential and proprietary to Kaiser Entities (collectively, "Trade Secrets"). The School and the Program Participants may gain access to Trade Secrets. Any and all records and files respecting any patient or services provided to any Facility patient is confidential and proprietary to Kaiser Entities and shall be deemed to be included within the definition Trade Secrets. During the term of this Agreement and thereafter, School shall, and shall cause the Program Participants, to treat all of the Trade Secrets as confidential and proprietary to Kaiser Entities and shall not: (a) disclose the Trade Secrets, in whole or in part, to any third party without the prior written consent of Kaiser Entities; (b) permit the use or appropriation of the Trade Secrets by any third party; (c) use or appropriate the Trade Secrets for any purpose other than the performance of School's and the Program Participants' obligations under this Agreement; or (d) otherwise use or appropriate the Trade Secrets for School's or a Program Participant's own account, or as an agent, employee, contractor, partner, director or stockholder of, or in concert with, any person, firm, corporation or other organization.

XII. NO BILLING

A. Neither School nor any Program Participants shall bill any patient, Medicare, Medi-Cal or any other third party for any services provided as a part of the Program(s).

XIII. NOTICE

Unless otherwise stated elsewhere in the Agreement any written notice given under this Agreement shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

KAISER FOUNDATION HOSPITALS  
393 East Walnut Street  
Pasadena, CA. 91188  
Attn.: Senior Contracts Manager –Student  
Agreements  
Network Administration & Development  
Southern California

SOUTHERN CALIFORNIA  
PERMANENTE MEDICAL GROUP  
393 East Walnut Street  
Pasadena, CA. 91188  
Attn.: Marilyn T. Owsley  
SCPMG Business Administrator  
Southern California

XIV. DISPUTE RESOLUTION

A. In the event of any disputes over, or if any issues arise regarding, the implementation or interpretation of this Agreement, representatives of all parties to this Agreement shall meet and confer in good faith in an effort to resolve the dispute or issue.

B. If the parties fail to resolve any dispute in the manner set forth above, and such dispute may directly or indirectly concern or involve any term, covenant or condition herein, then the parties shall settle the dispute by final and binding arbitration in the County of Los Angeles in accord with the Code of Civil Procedure Sections 1280 *et seq.* or successor statutory provisions governing arbitration. Unless otherwise agreed to by the parties, the binding arbitration shall be administered by JAMS, The Resolution

Experts, FKA Judicial Arbitration and Mediations Services, Inc. ("JAMS"), in accordance with the JAMS rules applicable to commercial arbitrations.

XV. MODIFICATION

No modification, amendment, supplement to this Agreement or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

XVI. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement.

XVII. ASSIGNMENT

School shall not assign its rights or obligations under this Agreement without the express written consent of Kaiser Entities. Kaiser Entities, and each of them, may assign or delegate its rights or obligations to any affiliated entity without the consent of School. This Agreement will be binding on the successors and assigns of either party.

XVIII. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either School or any Kaiser Entity. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

The parties acknowledge that they have carefully read and fully understand this Agreement, and that they have had the opportunity to raise and discuss with their respective counsel of their own choosing any questions, concerns, or issues they may have in connection with this Agreement or its terms. Each party and its counsel have had the opportunity to review this Agreement and materially participate in the drafting of it, and consequently, the rule of contract interpretation that ambiguities, if any, in the writing, be construed against the drafter, shall not apply.



XIX. NO THIRD PARTY BENEFICIARIES

The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, physician, corporation or entity other than the parties.

XX. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

XXI. GOVERNING LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XXII. COUNTERPARTS AND FACSIMILES

This Agreement may be executed in counterparts, none of which need contain the signatures of all the parties, and all such counterparts together shall constitute the entire agreement of the parties hereto. Facsimile signatures and signatures that are electronically transmitted shall be deemed to have the efficacy of an original signature.

XXIII. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXIV. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year written below

<p>KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation</p> <p>By <u>Pamela McGill</u></p> <p>Name: Pamela A. McGill Title: Director of Education 10800 Magnolia Ave. Riverside, CA 92505</p> <p>Date: <u>1-20-2016</u></p>	<p>Moreno Valley Unified School District</p> <p>By _____</p> <p>Name: Title:</p> <p>Date: _____</p>
<p>SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, a California partnership</p> <p>By <u>[Signature]</u></p> <p>Name: Robert Blair Title: Chief Administrative Officer 10800 Magnolia Ave. Riverside, CA 92505</p> <p>Date: <u>1-21-16</u></p>	<p>Moreno Valley Unified School District 25634 Aleksandro Moreno Valley, CA 92553</p>

## EXHIBIT A

### **PROGRAMS**

The Health Pathway Student Internship (HSPi) program will provide students who are in their senior year of a health pathway program a 60 hour experience in a medical setting.

All students will be vetted through a series of requirements prior to placement.

All interns will have a work plan with clear objectives and will be monitored throughout the program.

All students meet the KP requirements for TB, immunization, and HIPPA training.

**EXHIBIT B**  
**IMMUNIZATION REQUIREMENTS**

I. Tuberculosis Screening (Tuberculin Skin Test). (TST)

A. Program Participants must present proof of documented “negative” TST history and must have two current TST skin tests: one that is dated and documented as “negative” within two years of assignment to a Facility and one that is dated and documented as “negative” within the last 12 months of assignment to a Facility. If neither is available, then a 2-step TST is required.

B. Program Participants with a history of positive TST are required to present a written report of a negative chest x-ray within 1 year of the beginning of their current academic program and proof that Program Participants have completed annual TB questionnaires. They are not required to take follow up chest x-rays unless there is a positive response to the symptom review on the annual TB questionnaire. More recent screening may be required if clinically appropriate.

II. Rubella, Rubeola, and Mumps (MMR). A documented serological immunity or 2 documented immunization records signed by a qualified health provider is required. Vaccination is mandatory if non-immune and no vaccine record.

III. Varicella Zoster. A documented serological immunity or 2 documented immunization records signed by a qualified health provider is required. Vaccination is mandatory if non-immune and no vaccine record.

IV. Hepatitis A. Immunity demonstrated by hepatitis A antibody titer. Hepatitis A is only required for Program Participants whose main duties involve food preparation or serving food within any KP Facilities.

V. Hepatitis B. Immunity demonstrated by hepatitis B antibody titer, or documentation of three (3) hepatitis B vaccine injections or proof that the Program Participant is currently receiving the series. If Program Participant is non-immune and declines vaccination series, they are required to read the significance of what they are declining and are required to sign a Declination form. Declination is highly discouraged.

VI. Seasonal Flu Vaccine. An immunization record signed by a qualified health provider must be presented to Kaiser Facilities by Program Participant before starting the Program. If on rare occasions Program Participants have contraindications to the flu vaccine, a Declination Form must be signed. Unimmunized Program Participants must wear a surgical mask when working in an area in which patient care is being provided. This will only be in effect during the traditional flu season months of October through April, but may be subject to change depending on that year’s flu season duration. Declination is highly discouraged.

VII. Pertussis AKA Whooping Cough. A Tdap immunization record signed by a qualified health provider must be presented to Kaiser Facilities by Program Participant before starting the program or the Program Participant must sign a Declination form if they have not been immunized before starting the Program. Signing a Declination form is highly discouraged, but if the vaccines are not completed, a Declination form is essential before clinical rotation. Those signing a Declination form have to read the significance of what they are declining.

VIII. Other. Such other immunizations and health screening as required by applicable law or reasonably requested by Kaiser Entities in accordance with Kaiser Entities' applicable policies and procedures which may be unilaterally amended by Kaiser Entities' from time to time by a notice via email or mail to School.