

CLINICAL AFFILIATION AGREEMENT

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| AGREEMENT EFFECTIVE DATE: | 6/11/2024 |
| FACILITY: | Goldenstar Healthcare, Inc. dba Palm Terrace Care Center 11162 Palm Terrace Lane, Riverside, CA 92505 |
| ACADEMIC INSTITUTION: | Rancho Santiago Community College District, on behalf of the Santa Ana College Occupational Therapy Assistant Program Attn: Academic Fieldwork Coordinator, 1530 W. 17 TH STREET, Santa Ana, CA 92706 |

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into by and between the above-named Academic Institution ("Institution") and Facility ("Facility"), each a ("Party") and collectively referred to herein, as (the "Parties"), as of the Agreement Effective Date ("Effective Date"), with respect to the following:

RECITALS

WHEREAS, the Parties intend by way of this Agreement to set forth the terms and conditions whereby Facility agrees to allow certain students from Institution ("Students") the opportunity to gain practical, hands-on experience through a clinical education rotation at Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, Institution and Facility agree as follows:

1. PURPOSE

- 1.1. Institution offers a classroom based educational program which, in part, requires a hands-on practical learning experience (hereafter "Program") for its Students and requires a clinical setting whereby Students can apply the skills taught in the classroom within a hands-on clinical environment.

2. RESPONSIBILITIES OF INSTITUTION

- 2.1. Institution, with consultation of representatives of Facility, shall agree on the specific outline for an educational program which allows Institution's Students to achieve discipline-specific goals and objectives related to the Program at least ten (10) days prior to arrival of Student(s) at Facility and which will allow Facility time to adequately plan and prepare for each Student's clinical rotation.
- 2.2. Facility will reasonably assist Institution, when requested, in the evaluation process of each Student's clinical rotation.
- 2.3. Institution will provide to Facility, at least ten (10) days prior to arrival of Students, the following information: name of Student(s), rotation schedule, necessary attendance and all other relevant information which Facility should be aware of as it pertains to the Students.
- 2.4. Institution will inform and explain to Students that during their clinical rotation at Facility, each Student will be under the guidance of Facility's managers, directors, and administrators and each Student must follow the rules, policies, and procedures of Facility, to the fullest extent, to ensure a safe environment for the Facility's residents, the Institution's Students, and the employees of Facility. Institution shall prescribe the type of uniforms worn by Students, including name tags and all other proper identification, in keeping with the requirements of the Facility and applicable law. Institution acknowledges that they have received or downloaded a copy of Facility's code of conduct and

compliance hotline information, and that Students may be required by Facility to complete training prior to arriving at the Facility.

- 2.5. Institution will require that each Student, prior to starting their clinical rotation at Facility, shall meet the same physical examination, immunization, and health screening requirements as those applied to Facility employees which shall include a current vaccination card, a TB test within the last twelve (12) months, and all other necessary vaccinations as required by state or federal law.
- 2.6. Institution will ensure its Students participating in the Program are instructed on both federal and state laws which protect the confidentiality of each patient at Facility and that Protected Health Information ("PHI"), as defined within the HIPAA Rules, shall not be disclosed to any third party without a legal obligation and a need to know, or by a lawful order of a court of competent jurisdiction. Institution will further inform Students that any breach of such PHI, based wholly or in part by a Student's negligence or willful misconduct, could subject such Student to personal liability for damages sustained by a third party, for which Facility explicitly will not indemnify Student or Institution against.
- 2.7. Institution will determine the course of action if a Student is determined unacceptable for the Program by either Institution or Facility. Institution will immediately withdraw a Student from the clinical rotation at Facility if, after consultation with Facility, either Party determines such action to be warranted. Each party will provide the other written notification of such withdrawal.
- 2.8. Institution shall be solely responsible to conduct the overall education program for its Students and Facility makes no guarantee or warranty of suitability of the training Students may receive.
- 2.9. Institution shall provide a suitably credentialed instructor, satisfactory to Facility, who will be a point of contact for Students while attending the Program at Facility.
- 2.10. Institution shall require each Student to have a background check completed prior to starting a clinical rotation at Facility.
- 2.11. Facility has determined that it is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. For purposes of compliance with HIPAA, Students of Institution shall function as part of the Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Institution shall ensure Students are familiar with HIPAA requirements prior to their assignment at Facility.
- 2.12. For Students who incur injuries while on clinical rotation at Facility, Facility shall procure initial emergency medical treatment at Student's sole expense. Students shall carry their own health insurance coverage or otherwise maintain financial responsibility for their own health care costs.

3. RESPONSIBILITIES OF FACILITY

- 3.1. To the extent practical and consistent with Facility's operations, Facility will provide a suitable environment for learning experiences and observations, appropriate for Students relating to their educational program, in accordance with the mutually agreed upon educational objectives and guidelines outlined between Institution and Facility.
- 3.2. Facility will provide the facilities, equipment, and supplies necessary to achieve the educational objectives of the Program and which may be required by federal and/or state law and regulations.
- 3.3. Facility reserves the right, exercisable in its discretion, after consultation with Institution, to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility, subject to the non-discrimination provisions of Article Seven, herein.

- 3.4. Facility will keep the Institution informed of any policy changes which may affect the Institution and its Students.
- 3.5. Facility agrees to provide reasonable cooperation to help ensure the success of the Institution's Program.

4. TERM AND TERMINATION

- 4.1. This Agreement is for a term of one (1) year, beginning on the Effective Date unless written notice of termination is given by either Party pursuant to Article 4.2, herein. The Parties may, upon mutual Agreement, extend the agreement for renewal terms of one (1) year each, but in no event shall the term of the Agreement extend longer than five (5) years from the date of execution of this Agreement.
- 4.2. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedure, action, inaction, or omission of, by or involving Institution faculty, staff, and/or Students which, in the reasonable opinion of Facility, constitutes either a threat to the health, safety and welfare of any patient, resident, Facility employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility or material agreement governing Facility's operation, then Facility shall have the right to summarily and immediately terminate this Agreement upon written notice to Institution delivered to the address set forth herein for notices.
- 4.3. All notices which are required or which may be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by registered or certified mail, return receipt requested, or by a comparable commercial delivery system, and notice shall be deemed to be given on the date hand-delivered or on the date which is three (3) business days after the date deposited in the United States mail, or with a comparable commercial delivery system, with postage or other delivery charges thereon prepaid, at the addresses first set forth hereinabove or such other addresses as the Parties may designate by written notice to the other from time to time. For a notice from Institution to Facility to become effective, a true and complete copy of such notice shall be simultaneously delivered by Institution to: Ensign Services, Inc., Attn: Contract Resources, 29222 Rancho Viejo Road, Suite 127, San Juan Capistrano, CA 92675. Notice of termination from Facility to Institution shall be directed to the address first indicated above.

5. LIABILITY

- 5.1. Each party agrees to defend, indemnify, and hold the other party, its corporate parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation reasonable attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with the acts or omissions of the indemnifying party, to the extent that such costs and liabilities are alleged to result from its negligence or willful misconduct. The indemnifying party explicitly agrees not to admit fault on behalf of the other party without the express written consent of the indemnified party. A party receiving notice of a claim or potential claim, loss, lawsuit or demand shall send written notice to the other within ten (10) business days, and shall fully cooperate in the defense thereof, by counsel mutually acceptable to the parties. The indemnified party shall have the right but not the responsibility and at its own cost and expense, to retain separate counsel of its choosing. The parties' rights to indemnification set forth in this Article 5 are non-exclusive and are not intended to affect in any way any other rights of the parties to indemnification under applicable federal, state or local laws and regulations.

6. INSURANCE

- 6.1. Institution shall at all times carry general liability insurance, or shall self-insure for liability with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Institution, employees and affiliates during their assignment with Facility. Insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to Facility.
- 6.2. Each Student shall be required, prior to starting their clinical rotation, to have in-place or purchase a professional liability insurance policy to cover Students' activities in connection with the Program in the minimum amount of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000, and shall provide a certificate of insurance to the Facility to demonstrate that such coverage is in effect throughout the term of this Agreement. In the alternate, Institution may provide a policy of Professional Liability for its Students which is non-cancellable without 30-days prior notice to Facility. Institution shall maintain workers' compensation insurance with respect to all Students attending the Program at Facility in compliance with the laws of the state in which the Facility is located.

7. NON-DISCRIMINATION

- 7.1. Each Party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Program. Neither Party will discriminate against any student or other protected person in the Program on the basis of; race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

8. CONSIDERATION

- 8.1. Under the terms of this Agreement, neither Party is obligated to make payments, of any kind, to the other Party and non-monetary consideration, as agreed to herein by the Parties, shall be deemed sufficient under the rule of law to form a valid and binding agreement between the parties.
- 8.2. Services rendered by Students covered by this Agreement are considered only to be voluntary educational experience, necessary for the completion of Institutions Program; therefore, no monetary compensation shall be paid to Students by Facility, or residents thereof. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship among the Institution, the Facility, and the Students.

9. MISCELLANEOUS

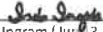
- 9.1. All individuals who are agents or contractors of the Facility are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the Facility to the Secretary of the U.S. Department of Health and Human Services and one or more law enforcement entities for the political subdivision in which the Facility is located. If the events that cause the suspicion result in serious bodily injury, the report shall be made no later than two hours after forming the suspicion. If the events that cause the suspicion do not result in serious bodily injury, the report shall be made no later than 24 hours after forming the suspicions or as otherwise required by law.
- 9.2. This Agreement shall be governed by and construed under the laws of California.
- 9.3. This Agreement which contains no exhibits or schedules, constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter herein. Any amendment hereof must be made in writing and fully executed by all Parties hereto.
- 9.4. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by any party.
- 9.5. This Agreement has been negotiated by and between Institution and Facility in an arms-length

negotiation, and both Parties are responsible for its drafting. Both Parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the Parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either Party, but in accordance with the plain language and intent hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provision hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Headings are used herein for convenience only, and shall play no part in the construction of any provision of this Agreement.

- 9.6. Institution shall take commercially reasonable care to preserve the confidentiality of all private, confidential and/or proprietary information disclosed to or discovered by Institution in connection with this Agreement, including, without limitation, non-public financial information, manuals, protocols, policies, procedures, marketing, and strategic information, Facility lists, computer software, training materials, resident/patient health information, resident/patient records, and resident/patient care and outcomes data ("Confidential Information") as required by law. Institution shall not use for its own commercial benefit or disclose or otherwise disseminate to third parties, directly or indirectly, any Confidential Information without prior written consent from Facility. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to Facility. Institution and Facility shall comply with applicable federal, state and local laws and regulations with respect to all Confidential Information, including, but not limited to, any disclosures thereof pursuant to this paragraph.
- 9.7. Facility acknowledges certain information about Institution's students contained in records maintained by Facility may be private and confidential by reason of the Family and Educational Rights and Privacy Act of 1974, ("FERPA"), as amended, and related Institution policies (collectively "Education Records"). Facility further acknowledges Education Records may only be disclosed upon valid written consent by Institution's student or their legal guardian. Both parties agree to protect Education Records in accordance with FERPA and Institution's policies. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing Education Records to the other so that each can perform its respective responsibilities. Institution shall advise Facility whenever any of Institution's students have provided consent to release Education Records to an extent broader than provided for by FERPA or Institution's policies.
- 9.8. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 9.9. Time is of the essence of this Agreement and every term and condition hereof.
- 9.10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 9.11. This Agreement may be electronically signed. The parties agree that any electronic signature appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

Santa Ana College

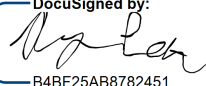
Sign: 
Iris Ingram (Jun 13, 2024 12:25 PDT)

Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Date: Jun 13, 2024

Goldenstar Healthcare, Inc. dba Palm Terrace Care Center

DocuSigned by:
Sign: 
B4BF25AB8782451...

Name: Ryan Leet

Title: Authorized Agent

Date: 2024-06-13






BOT Item 6.4 (Apvd 6.10.2024) SAC-24-061_O TA_Goldenstar Healthcare

Final Audit Report

2024-06-13

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