

**AGREEMENT FOR FURNISHING CLINICAL AND/OR NON-CLINICAL
EXPERIENCE AND THE USE OF MEDICAL FACILITIES BETWEEN
METROPOLITAN EDUCATION DISTRICT
AND**

Blossom Valley Eyecare

The following is an Agreement between Metropolitan Education District as the administering agent for the Silicon Valley Adult Education (SVAE) school hereinafter referred to as "District," and **Blossom Valley Eyecare** hereinafter referred to as "Facility."

WHEREAS, the Governing Board of the Metropolitan Education District operates various medical service training programs which require the use of medical facilities; and

WHEREAS, the Facility has the clinical facilities for furnishing such clinical experience located at Facility address of **590 Blossom Hill Rd., San Jose, CA. 95123** and

WHEREAS, it is to the mutual benefit of the parties to this Agreement that the students of the programs use said clinical facilities for their learning experience;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be deed there from, the parties hereto agree as follows:

1. **GENERAL INFORMATION**

- A. The period of time for each student's clinical experience shall be agreed upon by the parties before the beginning of the training.
- B. The maximum number of students to receive clinical training shall be determined by the parties based upon the availability of space.
- C. The Facility shall retain the option not to accept students at any time during the term of this Agreement. The District shall retain the option to provide students based on enrollment and needs of the curriculum.
- D. It is understood that the training program to be conducted pursuant to this

Agreement is a training program of the District and not of the Facility, and that students participating in the training program at all times shall be under the exclusive jurisdiction of the District. Notwithstanding the foregoing, the time, place and subject matter of all training hereunder, including plans therefore, shall be subject to the approval of the Facility, and the District hereby assumes responsibility for assuring that students observe the rules and regulations of the Facility and that they do nothing which might prove detrimental to the Facility or its patients.

2. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on the basis of race, sex, color, religion, national origin, age, physical or mental handicap, or Veteran's status. In the event of non-compliance by the District and/or the Facility with the provisions of this section, this Agreement may be suspended in whole or in part or terminated.

3. RESPONSIBILITIES OF DISTRICT.

- A. District shall send the name, a report of health status, and information about the health care insurance of each student to the Facility at least four (4) weeks before the beginning date of each clinical experience program.
- B. District shall be responsible for supplying any additional information required by the Facility prior to the beginning date of each clinical experience program.
- C. Instruction shall be provided to students through clinical instructors employed by District, who shall assume responsibility for all classroom and clinical instruction of the students.
- D. District shall designate a faculty member to coordinate with a designee of the Facility in the planning of the program of clinical experience to be provided students.
- E. District shall maintain all personnel and academic records of the students.

- F. District shall enforce rules and regulations governing the students that are mutually agreed upon by District and the Facility.
- G. District shall notify the students that they are responsible for:
 - (1) Following the administrative policies of the Facility;
 - (2) Providing the necessary and appropriate uniforms required but not provided by the Facility;
 - (3) Arranging for his/her own transportation and living accommodations when not provided by the District;
 - (4) Reporting to the Facility on time and following all established rules and regulations of the Facility;
 - (5) Arranging for his/her own health insurance;
 - (6) Assuming responsibility for their personal illness, necessary Immunizations, tuberculin test, chest x-ray and annual health examination;
 - (7) Maintaining the confidentiality of patient information. No student shall have access to or shall have the right to review any medical record, except where necessary in the regular course of the program. Except where necessary in the regular course of the program, the discussion, transmission or narration in any form of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the program is forbidden.

4. RESPONSIBILITIES OF THE FACILITY

- A. The Facility shall accept from the District the agreed upon number of students enrolled in the particular clinical program and shall permit said students and faculty of the District access to appropriate facilities for the clinical experience program,

provided that the presence of the students shall not interfere with the operation of the Facility.

- B. The Facility shall designate a member of its staff to participate with the designee of the District in planning, implementing, and coordinating the program of a clinical experience.
- C. The Facility shall permit designated Facility personnel to participate with the District faculty in the instruction of the students; however, this shall not interfere with the completion of normal work responsibilities of Facility personnel.
- D. The Facility may request the District to withdraw from the clinical experience program any student who the Facility determines is not performing satisfactorily, or who refuses to follow the Facility's administrative and patient care policies, procedures, rules and regulations. Such request must be in writing and must include a statement of the reason or reasons why the Facility desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same.
- E. The Facility shall, on any day when students are receiving clinical experience at its facilities, provide to students necessary emergency health care or first aid for accidents occurring in its facilities. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any student.
- F. The Facility shall provide storage space for books and appropriate space for changing and storing uniforms.

5. JOINT RESPONSIBILITIES

The designated representatives of the District and the Facility may formalize operational details of the clinical experience program, including a mutually agreeable schedule of the time students are expected to be in the Facility's premises, by letter.

6. STUDENT GRIEVANCE PROCEDURE

Students who have conflict with an instructor of the District should follow the grievance policy outlined in the student syllabus. Students who experience interpersonal conflict with Facility personnel should follow the procedure outlined below:

- A. Notify the District instructor of the interpersonal conflict. Both the instructor and the student should approach the Facility staff person, if possible, to discuss the difficulty. If there is no resolution, both instructor and student should contact the Facility's Program Coordinator for that applicable program and schedule an appointment. Once this has been done, the Program Coordinator may schedule a meeting with the instructor, the student, and the Facility Manager of Personnel to work out differences. If there is still no resolution, the student is to contact the SVAE Principal and schedule a meeting with the SVAE Administration and the Facility Director of Human Resources.
- B. If there is not a resolution at this level, the student may contact the MetroED Superintendent and the Facility Administrator.

7. STATUS OF DISTRICT AND FACILITY

It is expressly understood and agreed 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 the District, the Facility, and students, but is rather an Agreement by and between independent contractors, these being the District and the Facility.

8. STATUS OF STUDENTS AND INSTRUCTORS

It is expressly agreed and understood by the District and the Facility that the students under this program and their instructors are in attendance at the Facility for educational purposes, and such students and instructors are not considered to be employees of the Facility for

any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance.

9. HOLD HARMLESS CLAUSE

District agrees to indemnify and hold harmless (and at Facility's request defend to a limit of \$1,000,000) the Facility and each of its employees, agents, officers and partners (each of which persons and organizations are indemnities) against any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations whatsoever, arising out of the acts or omissions on the part of the District, its instructors, agents or employees in conducting the training programs, or by any student enrolled in said training programs.

The Facility shall indemnify and hold the District harmless (and at the District's request defend) against any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations whatsoever, arising out of the activity of the Facility, its officers, partners, employees or agents, under the provisions of this Agreement.

10. INSURANCE

During the term of this Agreement, District agrees that it will maintain in full force and effect, at its sole expense and written by carriers acceptable to it, bodily injury liability insurance with limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and insurance against damage to property with limits of not less than \$100,000 per occurrence covering the obligations and liabilities of District referred to herein subject to standard policy exclusions. District shall cause an endorsement to be made to such insurance policies naming the Facility as Additional Insured and further providing for ten (10) days written notice to the Facility of any intended substantial change to or cancellation of said policy. Such endorsement shall be secured immediately upon execution of this Agreement. District shall maintain in full force and effect a malpractice insurance policy covering District, its officers, agents, employees, and students, while using the facilities of

the Facility, as provided for herein and further covering the Facility as an agency used by District as a clinical affiliate, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. A statement from District's insurance carrier verifying such insurance shall be provided to the Facility prior to the beginning of said program.

If District fails to keep the insurance referred to in this Paragraph 10 in full force and effect, the Facility may, at its option, obtain such insurance from carriers acceptable to it. District agrees that it will reimburse the Facility for the cost of any such insurance. District further agrees to pay said cost within thirty (30) days of receipt of a statement of the insurance premium paid by the Facility.

II. TERM OF AGREEMENT; TERMINATION; MODIFICATION This Agreement shall be in effect as of 11/9/2021 to Indefinitely. Each party involved retains the right to terminate contract by submitting a thirty (30) day written notice.


A. Notice to Facility:

One copy to: Blossom Valley Eyecare
590 Blossom Hill Road
San Jose, CA 95123
Tel: 408.227.2020
Fax: 206.338.0411

B. Notice to District:

Three copies to: Director of Program and Student Support Services and
Chief Business Officer
Metropolitan Education District
760 Hillsdale Avenue
San Jose, CA 95136

IN WITNESS WHEREOF, this Agreement has been executed this 9 day of November 2021.

By:  OD
Blossom Valley Eyecare
Shirley Quicho, OD

By: _____
District Signature