

CALIFORNIA STATE UNIVERSITY, CHICO

COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT AND SCHOOL OF NURSING AGREEMENT

THIS AGREEMENT, effective upon the last date signed below, pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called "Trustees," on behalf of the CALIFORNIA STATE UNIVERSITY, CHICO, hereinafter called "University," and COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION, hereinafter called the "Health Agency," Placerville, California, 95667.

WITNESSETH:

WHEREAS, the Trustees have approved a Nursing Program for the University, and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the State Board of Registered Nursing has heretofore accredited the University as a School of Nursing under the Nursing Practice Act; and

WHEREAS, it is to the mutual benefit of the parties hereto that Students of the University's Nursing Program use the clinical facilities of the Health Agency for their clinical experience;

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

I. HEALTH AGENCY SHALL:

- A. Permit each Student who is designated by the University pursuant to Paragraph II. A. below to receive clinical nursing experience at the Health Agency in the hereinafter listed types of nursing, and shall furnish and permit such Students and University nursing instructors free access to and appropriate clinical nursing experience in Health Agency.

Courses:

All courses mutually agreeable to the School of Nursing and Health Agency

- B. Furnish appropriate nursing programs on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's Students and Students from other educational institutions, if any.
- C. Programs will at all times meet the requirements of the California State Board of Registered Nursing Education and Nurse Registration.
- D. Assure that staff is adequate in number and quality to provide appropriate health care to individuals.
- E. Provide University nursing instructors taking part in the nursing program access to the following agency/agencies jointly agreed upon:

COUNTY OF EL DORADO HEALTH SERVICES DEPARTMENT

- F. Health Agency shall, at no cost or expense to itself, make available emergency medical treatment for Students in case of accident, injury, or sudden illness during their clinical experience at Health Agency.

- G. Permit and encourage members of the attending medical and paramedical staff of the Health Agency to participate in the instructional phase of the clinical nursing experience as mutually deemed appropriate by the University instructors and the Director of the Health Agency and other designated nursing personnel.
- H. Permit the Health Agency's Director and other designated nursing personnel to attend meetings of the University's School of Nursing to coordinate the program provided for under this Agreement.
- I. Notify the University's clinical nursing instructors, in advance, of any change in the designated representatives of the Health Agency.
- J. Have the right, after consultation with the University, to refuse to continue any University Student who, in the Health Agency's judgment, is not participating satisfactorily in said program or to reject any Student.
- K. Provide for orientation of Health Agency staff and University faculty in said Health Agency in preparation for assigned clinical experiences within the Health Agency.
- L. Maintain standards accepted by appropriate accrediting bodies.
- M. Students shall perform services for patients only when under the supervision, control and responsibility of Health Agency. Students shall work, perform assignments, and participate in clinics, staff meetings and in-service educational programs at the discretion of their supervisors designated by Health Agency. Students are trainees, not employees, and are not to replace Health Agency staff. As trainees, Students are considered members of Health Agency's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Health Agency's policies respecting confidentiality of medical information. In order to ensure that Students comply with such policies, Health Agency shall provide Students with substantially the same training that it provides to its regular employees.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the Students who are enrolled in the Nursing Program of the University to be assigned for clinical nursing experience at the Health Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotation plan for the nursing experience in the types specified in Paragraph I.A. above; provided, however, that the specified areas to be utilized therefore shall be selected subsequently by mutual agreement between the Health Agency's Director and the University's Director of the School of Nursing, or their duly authorized representatives.
- C. Supervise all instruction and nursing experience given at the Health Agency to the assigned Students and provide the necessary nursing instructors for the program provided for under this Agreement.
- D. Keep all attendance and academic records of Students participating in said program.
- E. Certify to the Health Agency at the time each Student first reports at the Health Agency to participate in said program that said Student will comply with health policies of the School of Nursing, including meeting standards for emotional and physical requirements, completion of immunizations and yearly tuberculosis testing.
- F. Be responsible for University instructor professional activities while in the Health Agency.

- G. Require every instructor and Student to conform to all applicable Health Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Health Agency.
- H. Certify to the Health Agency that all instructors functioning at Health Agency are current in Registered Nurse (RN) licensure and faculty evaluation.
- I. Require University's instructors to notify the Health Agency's Director or designated representatives in advance of:
 - 1. Written objectives for Students' clinical experiences.
 - 2. Student nursing schedules.
 - 3. Placement of Students in community health assignments.
 - 4. Changes in clinical assignments.
- J. In consultation and coordination with the Health Agency's Director or designated nursing representatives, the University's instructor will plan for the nursing experience to be provided to Students under this Agreement.
- K. In consultation and coordination with the Health Agency's Director or designated nursing representatives, arrange for periodic conferences between appropriate representatives of the University and Health Agency to evaluate the nursing experience program provided under this Agreement. University and Health Agency agree there will be no exchange of individually identifiable health information during said conferences.
- L. Provide and be responsible for the care and control of the University's education supplies, materials, and equipment used for instruction during said program.
- M. Distribute to each Student nurse a statement which explains the hazards of drug abuse in the nursing profession.
- N. Provide for orientation of Students and faculty assigned to Health Agency.
- O. University shall notify the Students and supervising instructors that they are responsible for maintaining confidentiality of patient information. No Student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by Students of any individually identifiable patient information, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the practical experience. Neither University nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form approved by Health Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulation thereunder. Health Agency shall reasonably assist University in obtaining such consent in appropriate circumstances. In the absence of such consent, Students shall use de-identified information only in any discussions with University, its employees or agents.
- P. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for, employees, and agents of University providing services under this Agreement. Students are not employees or agents of University or Health Agency, and shall receive no compensation for their participation in the program, either from University or Health Agency. However, for purposes of this Agreement, Students as trainees are members of the Health Agency's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

- III. The term of the Agreement shall be effective upon the last date signed below and continue for a period of three (3) years unless terminated earlier under any of the following provisions.

This Agreement may be terminated by either party after giving the other party 30 days advance written notice of the intention to terminate, provided further, however, that any such termination of the Agreement by the Health Agency shall not be effective against any Student who at the date of the mailing of notice of termination was participating in said program until such Student has completed the program as mutually agreed upon.

- IV. No Student shall be denied participation in this program either by the University or by the Health Agency because of race, color, religion, sex, sexual orientation, marital status, national origin, age or disability.

V. GENERAL CONDITIONS

- A. 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 University and Health Agency, but is rather an agreement by and between the University and Health Agency as independent contractors. Fiscal Provisions: There shall be no remuneration associated with this agreement.
- B. The Health Agency shall procure and maintain General Liability Insurance or programs of self insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate as mutually agreed upon for this placement. A certificate evidencing the insurance requirements of this paragraph shall be provided to the University upon request.
- C. The California State University system is self-insured for General Liability and Workers Compensation through the CSU Risk Management Authority. A certificate of insurance evidencing this coverage shall be provided to the Health Agency upon request. The state of California is self-insured for vehicle liability exposures. As a state agency, the California State University, Office of the Chancellor, the Trustees and the CSU system of campuses are included in this self-insured program.
1. The University has purchased a separate, general and professional liability insurance policy to cover Students placed at the Health Agency. This insurance policy defines an additional insured as any entity which the University is contractually obligated to extend this coverage. Upon full execution of this Agreement, the Health Agency becomes an additional insured to the above referenced policy. Students placed with Health Agency under this agreement are covered by this policy for general and professional liability in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Evidence of insurance will be provided by University within five (5) business days after final execution of this Agreement.
- D. University shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. Health Agency shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention of University and Health Agency that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- E. Governing Law. All contracts shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Health Agency shall comply with any State or federal law applicable to the Health Agency's performance under this Agreement.

- F. Assignments. Without written consent of the University, this Agreement is not assignable by the Health Agency either in whole or in part.
- G. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.
- H. Survival. Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.
- I. HIPAA Privacy Regulations. The parties agree that University is not a "business associate" of Health Agency under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Health Agency. There will be no exchange of individually identifiable health information between Health Agency and University. Students in the program are trainees who are part of Health Agency's "workforce" as defined in HIPAA regulations at 45 C.F.R. § 160.103. With that understanding, the parties agree that they shall comply with all HIPAA privacy regulations, to the extent they apply at all, including but not limited to those set forth in 45 C.F.R. Parts 160 and 164, and also with any privacy applications arising under the State of California.
- VI. Any written notice given under Paragraph III shall be sent by registered mail to the following persons, as the case may be:
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| <u>For the University:</u>
Director, School of Nursing
California State University, Chico
Chico, California 95929-0200 | <u>For the Health Agency:</u>
County of El Dorado
Health Services Department
931 Spring Street
Placerville, CA 95667
Attn: Neda West, Director |
| Director of Procurement & Contract Services
California State University, Chico
Chico, CA 95929-0244 | |
- VII. ADMINSTRATOR: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, RN, MN, PHN, Community Public Health Nursing Manager, or successor.
- VIII. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

California State University, Chico

For Health Agency

By _____
Carol L. Huston, Director
School of Nursing

By _____
Norma Santiago
Chair, Board of Supervisors

By _____
Sara Rumiano, Director
Procurement and Contract Services

Title _____

Date _____

Date _____