

**HEALTH SCIENCE CONTRACT:
PROFESSIONAL NURSING
STUDENT EDUCATION AGREEMENT**

This Agreement is made between

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
761 East Daily Drive, Suite 200
Camarillo, CA 93010
805-652-5500

(hereinafter referred to as "DISTRICT") and

COMMUNITY MEMORIAL HEALTH SYSTEM
147 North Brent Street
Ventura, CA 93003
805.652.5011

OJAI VALLEY COMMUNITY HOSPITAL
1306 Maricopa Highway
Ojai, CA 93023

(hereinafter referred to as "AGENCY").

RECITALS

WHEREAS DISTRICT has an Associate Degree Nursing Program (hereinafter referred to as "Program") which requires clinical experiences; and medical-surgical, maternity, pediatric, psychiatric, emergency, home health and community clinical experience; and

WHEREAS AGENCY has the facilities which are suitable for providing the clinical experiences; and medical-surgical, maternity, pediatric, psychiatric, emergency, home health and community clinical experience; and

WHEREAS it is essential for students in the Program at the DISTRICT to acquire such clinical experience during their learning process; and

WHEREAS it is beneficial to AGENCY to contribute to the education of the future supply of Associate Degree Nursing graduates;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

AGREEMENT

1. GENERAL RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall supervise all instruction and clinical experience for the Program.
- B. DISTRICT will designate students from those enrolled in their Health Science Program for assignment to AGENCY for clinical experience.
- C. DISTRICT shall require an examination for each student for physical fitness and provide certification of physical fitness and immunization or documented immunity for the common communicable diseases. The examination is to include proof of current immunization or immunity for Tdap, measles, rubella, varicella, rubeola, Covid-19 vaccination and booster (when eligible), and to have had a recent skin test or chest x-ray for tuberculosis. A hepatitis B surface antigen test shall be required unless proof of a hepatitis B vaccine series has been demonstrated. Hepatitis B immunization is strongly advised. If a student elects to forgo immunization they shall sign a waiver of liability for acquiring hepatitis B. Seasonal Influenza Vaccine is strongly recommended; if declined, student may be required to wear a mask during patient care if deemed necessary by infection control committee or designee.
- D. DISTRICT shall require that each student possess a current CPR certificate.
- E. DISTRICT may prescribe the type of uniforms to be worn by students in keeping with the requirements of AGENCY.
- F. DISTRICT shall provide for orientation for its instructors and students to familiarize them with AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.
- G. DISTRICT shall prepare the necessary schedules, directives, and the memoranda for the clinical course of instruction at AGENCY.
- H. DISTRICT shall furnish to the AGENCY Director of Nursing Education or designee, a pre-semester schedule of dates and number of students expected prior to the assignment of such to AGENCY.
- I. DISTRICT shall require that any change in the student's enrollment health status will be evaluated on an individual basis.
- J. DISTRICT warrants that each of its DISTRICT instructors supervising, or participating in clinical instruction at AGENCY will be duly licensed

and/or certificated in California, and will meet the DISTRICT educational qualifications. Assignment of the instructors shall be subject to approval by AGENCY.

- K. DISTRICT shall be responsible for the assignment, guidance, supervision, and evaluation of all student clinical experiences provided at AGENCY.
- L. DISTRICT shall certify to AGENCY that each student, employee, and instructor reporting to the Clinical Facilities has received the training required by the OSHA bloodborne pathogens standard, Section 5193 of Title 8 of *California Code of Regulations*.
- M. DISTRICT shall ensure that each student, instructor, and employee in the Program shall comply with all federal, state, and local occupational health and safety, environmental statutes and regulations, and complies with the OSHA bloodborne pathogens standard, Section 5193 of Title 8 of *California Code of Regulations*.
- N. DISTRICT shall, at the first opportunity following receipt of notice, transfer students or instructors who are unable to properly perform their clinical assignments.
- O. DISTRICT shall report to the AGENCY all changes in faculty including changes in teaching areas, prior to employment of or within 30 days after termination of employment of a faculty member. Such changes shall be reported on forms provided by the DISTRICT. Faculty members shall possess qualifications as set forth in Section 1425 of Title 16 of *California Code of Regulations*, and incorporated herein by this reference.
- P. DISTRICT shall have student execute a statement of student responsibilities and a confidentiality statement, in the forms attached hereto, marked as Exhibits "A" and "B" respectively, and are incorporated into this Agreement by this reference.

2. GENERAL RESPONSIBILITIES OF AGENCY

- A. AGENCY shall provide clinical experience and observation opportunities of educational value appropriate for the learning experience for students designated by DISTRICT. When available, these experiences shall be in psychiatric, medical-surgical, pediatric, obstetrics, geriatric, emergency home health, and community health clinical settings.
- B. AGENCY shall accept an appropriate number of students as agreed upon by both parties for clinical experience, to assure maximum learning experience in each clinical area.

- C. AGENCY shall provide a contact person, acceptable to the DISTRICT, who shall assist the DISTRICT in coordinating the Program, and shall serve as the principal liaison for communication between the AGENCY and DISTRICT regarding the Program. When needed, the AGENCY'S contact person shall coordinate the arrangements of classrooms, the use of visual aids, and if requested by the DISTRICT instructor, shall obtain AGENCY staff members as resource people.
- D. AGENCY shall maintain records of student attendance and achievement. Such records shall be available for review at all times and submitted on a schedule developed by the DISTRICT.
- E. AGENCY shall provide to the extent needed and available, suitable classroom facilities, storage space for teaching materials, and suitable lockers for student possessions.
- F. AGENCY shall provide students access to library and medical records only when necessary in the regular course of the program.
- G. AGENCY recognizes that DISTRICT is responsible for the learning experiences of students, but reserves the right in all problem situations requiring immediate solution to resolve the situation in the favor of the patient, placing the student in the position of observer, with subsequent clarification to follow between the instructor and AGENCY.
- H. AGENCY reserves the right to terminate, with cause, at any time, the clinical experience of any student, and agrees to notify the DISTRICT, in writing, of the AGENCY's intent to exercise such right.
- I. AGENCY shall provide qualified nursing personnel adequate in number, in each area where students are receiving clinical experience in order to ensure safe continuous health care services to the patients.
- J. AGENCY shall not decrease their customary number of staff as a result of the assignment of students in the Program.
- K. The AGENCY retains full administrative and clinical responsibility for the care of its patients assigned to the Program. Students and faculty, as participants in this education program, will not replace AGENCY staff and agree to follow any decision rendered by the proper AGENCY staff.
- L. AGENCY shall, at any time when a student or faculty is participating in the clinical experience at AGENCY, provide to students and faculty necessary medical assessment to determine the severity of any injury or illness that occurs at its facilities and provide, as appropriate, first aid services, or use the District's standard protocol for workers' compensation

claims by sending an individual to a workers' compensation clinic, unless the injury or illness is determined to be serious enough to require immediate care. AGENCY, unless emergency medical attention is required, shall first consult with the DISTRICT prior to providing any medical care.

3. NURSING PRELICENSURE CLINICAL PRECEPTORSHIP

- A. DISTRICT shall participate in conjunction with an AGENCY employed Registered Nurse Preceptor, who satisfies the requirements of Section 1425(f) of Title 16 of *California Code of Regulations*, in the supervision of the instruction and clinical experience of the student nurse.
- B. DISTRICT shall:
 - 1) Manage the preceptor program and is responsible for the instruction of nursing students.
 - 2) Schedule the Students' clinical hours to match the AGENCY assigned work schedule of the Registered Nurse Preceptor, including days, evenings or night shifts. Faculty liaison will be available and on call during that time.
 - 3) Provide an orientation to Registered Nurse Preceptors concerning the Preceptor role.
 - 4) Agree that all conditions pertaining to regular student nurses as stated in this Agreement shall apply here, with the exceptions as noted in this section.
- C. AGENCY shall:
 - 1) Provide a Registered Nurse Preceptor for each student to teach, supervise and evaluate in consultation with faculty liaison.
 - 2) Agree that the Registered Nurse Preceptor is not paid by the DISTRICT, but receives recognition by the DISTRICT.
 - 3) AGENCY agrees that the Registered Nurse/ Nurse Preceptor is not paid by DISTRICT.

4. DISTRICT AND AGENCY FURTHER AGREE THAT

- A. Designated students shall be subject to the rules and regulations of both DISTRICT and AGENCY.

- B. DISTRICT and AGENCY shall mutually agree upon the dates and hours for the clinical experience assignments.
- C. Students shall receive no salary or stipend for the service they may give in the course of the clinical experience.
- D. Neither DISTRICT nor AGENCY will furnish any uniform, transportation or laundry service for students.
- E. AGENCY's space, patient population, appropriate supervisory staff, and other considerations reasonably related to the furnishing of quality care by the AGENCY to its patients, shall be considered in the determination of the appropriate number of students agreed upon for participation in the program contemplated by this Agreement.
- F. The ratio of instructor to students shall comply with Section 1424(k) of Title 16 of *California Code of Regulations*, incorporated into this Agreement by this reference, and with any exceptions to be approved by AGENCY prior to placing any students in the clinical areas.
- G. DISTRICT and AGENCY shall maintain the standards of the Associate Degree Nursing Program at a level equal to or exceeding the standards set forth by the State Board of Registered Nursing, and Article 3, Section 1420, et seq. of Title 16 of *California Code of Regulations*.
- H. The academic personnel of DISTRICT shall share with AGENCY in the supervision of students in clinical activities. The person to whom the student is required to report and who is not an academic personnel of DISTRICT shall possess a valid certificate or license to practice a healing art in California, pursuant to Section 58055 of Title 5 of the *California Code of Regulations*.

5. **INSURANCE**

- A. DISTRICT warrants that it carries insurance covering DISTRICT, students and faculty with a reputable insurance company(ies) which insure the perils of bodily injury, personal injury, professional liability, and property damage, and cover such liabilities as are imposed by law and assumed under written contract with others with limits of at least one million (\$1,000,000) each occurrence with three million (\$3,000,000) annual aggregate.
- B. DISTRICT shall supply to AGENCY upon request, certificates of insurance which evidence coverage in amounts of hazards as herein

described. DISTRICT may utilize a Program of self-insurance to meet the insurance requirements of this section if it obtains the prior approval of AGENCY.

- C. DISTRICT shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- D. District's General Liability insurance and Abuse and Molestation coverage shall name AGENCY as additionally insured and shall be endorsed by District's insurance carrier.
- E. DISTRICT agrees to maintain workers' compensation insurance covering all DISTRICT personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws.
- F. DISTRICT shall procure and maintain District-owned vehicle coverage and District rented vehicle coverage with a limit of \$1,000,000.
- G. Students, while participating in the Program, and receiving college credit, pursuant to this Agreement, shall not be considered employees of AGENCY. AGENCY does not assume any liability under law relating to workers' compensation, on account of any act of any student performing, receiving experience and training (clinical or not), or traveling pursuant to the Agreement. When the students are under the jurisdiction or control of AGENCY, they will be covered for Workers Compensation by DISTRICT, pursuant to Section 78249 of the *California Education Code*.

6. INDEMNIFICATION

- A. AGENCY agrees to indemnify DISTRICT and hold DISTRICT harmless for all damages or liability arising from or related to this Agreement, except when due to the sole negligence of DISTRICT.
- B. DISTRICT agrees to indemnify AGENCY and hold AGENCY harmless for all damages or liability arising from or related to this Agreement, except when due to the sole negligence of AGENCY.

7. NONDISCRIMINATION

Neither AGENCY nor DISTRICT will discriminate against any person because of race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the *Penal Code*.

8. **RELATIONSHIP**

The relationship of AGENCY and DISTRICT shall be that of independent contractor. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

9. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

10. **TERMINATION OF AGREEMENT**

This Agreement shall be effective as of date of execution. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be sent by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENCY.

In the event either party terminates the Agreement by giving said written notice to the other party, students currently participating in field experience at the AGENCY shall be permitted to complete his/her field experience by the end of the current semester under the terms of the Agreement.

11. **DATE OF AGREEMENT**

This Agreement shall commence on July 1, 2022 and shall continue to be in effect for a five (5) year period, terminating on June 30, 2027.

12. **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.

13. **SURVIVING SECTIONS**

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

14. **ASSIGNMENT**

Neither DISTRICT nor AGENCY may assign this Agreement without the express written consent of the other.

15. **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 DISTRICT or AGENCY. 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, entity or entities, may require.

16. **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.

17. **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.

18. **COUNTERPARTS**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

19. **SEVERABILITY**

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

20. **AUTHORIZATION**

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

COMMUNITY MEMORIAL HEALTH SYSTEM AND
OJAI VALLEY COMMUNITY HOSPITAL

Program Administrator

Name Diane Dreyfus Phone _____
Title Vice President of Patient Care/CNO Email _____
Signature Diane Dreyfus Date 8-8-2022

Agency Authorized Signature

Name _____ Phone _____
Title _____ Email _____
Signature _____ Date _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Program Administrator

Name Sandra Melton Phone 805-289-6342
Title Director, School of Nursing Email smelton@vcccd.edu
Signature Sandra Melton Date Aug 9, 2022

Campus Authorization

Name Jennifer Kalfsbeek-Goetz Phone 805-289-6380
Title Vice President of Academic Affairs Email jkgoetz@vcccd.edu
Signature J.K. Goetz Date Aug 9, 2022

District Administrative Center

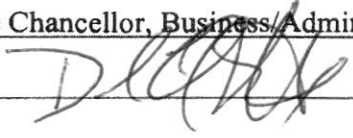
Name David El Fattal Phone 805-652-5536
Title Vice Chancellor, Business/Admin Services Email delfattal@vcccd.edu
Signature  Date 8/10/22

EXHIBIT "A"

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND DISTRICT TRAINING PROGRAM

1. If requested, provide proof of immunization or documented immunity against tetanus, diphtheria, rubella, rubeola; and varicella; including a current PPD or tuberculosis evaluation.

2. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of AGENCY and DISTRICT.

3. *Additional Rules and Regulation which a student must be noticed of and/or expected to comply with:*

Signed: _____

Date: _____

Print Name: _____

EXHIBIT "B"

STUDENT ACKNOWLEDGEMENT OF PATIENT CONFIDENTIALITY

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals regarding patient matters are considered confidential, and should be treated with utmost confidentiality. If it is determined that a breach of confidentiality has occurred as a result of my actions, I can be liable for damages that result from such a breach, and possible termination from the Program.

Signed: _____

Date: _____

Print Name: _____