



Affiliation Agreement for Student Experience in Nursing

THIS AGREEMENT made and entered into this 25 March, 2014, by and between **Chabot College of Nursing** ("SCHOOL") and **Children's Hospital & Research Center Oakland** ("CHILDREN'S"). (SCHOOL and CHILDREN'S are hereinafter sometimes individually referred to as "Party" and collectively as "Parties".)

WITNESSETH:

WHEREAS, it is agreed by the Parties to be of mutual interest and advantage that the nursing students and instructors of the SCHOOL be given the opportunity to utilize CHILDREN'S for educational purposes:

NOW THEREFORE, in consideration of the agreements hereinafter expressed and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

AGREEMENT

I. CHILDREN'S SHALL:

- A. Maintain the facilities used for the nursing students' learning experience in such a manner that said facilities shall at all times conform to the requirements of the California Board of Registered Nursing.
- B. Assure that CHILDREN'S staff is adequate in number and quality to insure safe, continuous healthcare services to clients for whom CHILDREN'S is responsible.
- C. Permit each student designated by the SCHOOL to receive nursing experience at CHILDREN'S in accordance with CHILDREN'S policies and procedures, and furnish and permit such students and SCHOOL nursing instructors free access to appropriate facilities and clients for nursing experience, including the necessary equipment and supplies for providing services to CHILDREN'S clients. Nothing in this paragraph shall be construed as limiting CHILDREN'S right to apply general restrictions/limitations on student practice of specific procedures.

- D. Provide to SCHOOL the necessary space or facilities for conferences and classes for student instruction by SCHOOL instructors, as available.
- E. Furnish appropriate educational facilities in such a manner that there will be no conflict or overlap in the use thereof between the SCHOOL's nursing students and those from other educational institutions.
- F. Retain the right to require the SCHOOL to withdraw from CHILDREN'S any nursing student or clinical instructor whose performance is unsatisfactory or whose characteristics and activities are detrimental to CHILDREN'S in carrying out its responsibilities.
- G. Allow nursing students and instructors of the SCHOOL to utilize CHILDREN'S eating facilities at the students' and instructors' sole expense, as available.
- H. Permit and encourage members of CHILDREN'S staff to participate in the instruction of nursing students following the policies outlined in CHILDREN'S Structure Standards Addendum Q, as it may from time to time be amended, copies of which shall be made available to SCHOOL
- I. As time allows, permit CHILDREN'S schools of nursing coordinator and other designated personnel to attend meetings of SCHOOL'S nursing faculty.
- J. Provide emergency care, at the student's expense, for any student who becomes sick or injured by conditions arising out of or in the course of that student's participation in experience at CHILDREN'S.
- K. Have no responsibility for providing Worker's Compensation, professional liability, health, or any other insurance or liability coverage for the benefit of SCHOOL, its officers, directors, employees, clinical instructors, or students.
- L. Consult with representatives of the SCHOOL and mutually agree with the SCHOOL as to all of the matters referred to in Part II providing for further agreements between parties.
- M. Defend, indemnify and hold harmless the SCHOOL, its trustees, officers, employees, and students, from and against any and all claims, liabilities and losses, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of CHILDREN'S or its

directors, officers, or employees, in conducting the nursing program at CHILDREN'S as authorized by this Agreement.

N. Retain responsibility for nursing care and related duties performed by nursing students.

II. SCHOOL SHALL:

A. In consultation with CHILDREN'S schools of nursing coordinator, plan for the experience to meet the learning needs of nursing students assigned to CHILDREN'S.

B. Designate students enrolled in its Nursing Program who are determined by SCHOOL to be clinically qualified to be assigned for clinical experience in nursing at CHILDREN'S at such times and areas and in such numbers as are mutually agreed to by both Parties.

C. Require the SCHOOL's nursing instructors to notify CHILDREN'S in advance of changes in scheduled nursing students' assignments within CHILDREN'S.

D. Provide the necessary nursing instructors to supervise and control instruction and nursing experience at CHILDREN'S.

E. Be responsible for (1) directly supervising SCHOOL's nursing students assigned to CHILDREN'S, including professional activities and conduct while at CHILDREN'S, and (2) coordinating instruction, supervision, and evaluation of SCHOOL's nursing students at CHILDREN'S.

F. Provide orientation for nursing students and instructors assigned to CHILDREN'S and plan such orientation in conjunction with CHILDREN'S schools of nursing coordinator.

G. Insure that each student has training prior to the beginning of his/her clinical experience in all applicable state or federally mandated topics affecting health care providers, including, but not necessarily limited to, hazardous materials, handling and disposal precautions related to blood-borne pathogens, and patient privacy (HIPAA, etc.).

H. Keep all attendance and academic records of students participating in said nursing program.

I. Require every nursing student and instructor to conform to all applicable CHILDREN'S policies, procedure, and regulations, as they may from time to time be amended (copies of which shall be made available to the SCHOOL), and all requirements and restrictions specified jointly by representatives of the SCHOOL and CHILDREN'S.

- J. Comply with all reasonable requests of CHILDREN'S under Part I above.
- K. Arrange for periodic conferences between appropriate representatives of CHILDREN'S and the SCHOOL, to evaluate the experience of nursing students provided under this agreement,
- L. Provide and be responsible for the care and control of any SCHOOL supplies, materials, and equipment used at CHILDREN'S for instruction of nursing students.
- M. Require all students to conform to CHILDREN'S health requirements regarding PPD/TB testing and immunization status prior to the start of each student's clinical experience.
- N. Provide proof of current Workers' Compensation Insurance for its nursing instructors assigned to CHILDREN'S in a form and amount covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- O. Inform students that they remain students of SCHOOL and that CHILDREN'S in no way assumes any liability under any law relating to Worker's Compensation on account of students receiving this training.
- P. Provide proof of current professional liability (malpractice) insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per year for each nursing student and clinical instructor assigned to CHILDREN'S.
- Q. Provide to CHILDREN'S proof of each and all of the insurance coverages required by this Agreement, which proof(s) shall provide that CHILDREN'S is to be notified in writing at least ten (10) days prior to any change in or cancellation of coverage.
- R. Defend, indemnify and hold harmless CHILDREN'S, its trustees, officers, directors, and employees, from and against any and all claims, liabilities and losses, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of SCHOOL or its directors, officers, employees or instructors in conducting the nursing program at CHILDREN'S as authorized by this Agreement.

III. GENERAL PROVISIONS

- A. There will be no exchange of funds between CHILDREN'S and the SCHOOL or its students or instructors hereunder.

B. It is understood between the parties that under no circumstances is any member of the SCHOOL'S nursing facility or student body to be considered an agent or employee of CHILDREN'S by virtue of or with respect to activities conducted under or by virtue of this Agreement.

IV. This agreement shall become effective upon the date shown above and shall continue until terminated by either party by written notice of termination sent by registered mail at least 60 days prior to date of termination to the following:

CHABOT COLLEGE OF NURSING
Attn: Dr. Connie Telles
Nursing Program Director Health, Physical
Education & Athletics
25555 Hesperian Blvd
Hayward, CA 94545

**CHILDREN'S HOSPITAL & RESEARCH
CENTER OAKLAND**
Attn: Nancy Shibata, RN, MSN
VP, Chief of Nursing Executive
747 52nd Street
Oakland, CA 94609

V. This agreement may at any time be altered, changed, or amended by mutual agreement of the Parties in writing.

VI. The laws of the state of California shall govern this agreement. Venue for any legal proceeding arising under or to enforce the terms of this Agreement shall be in Alameda County, California.

CHABOT COLLEGE OF NURSING

**CHILDREN'S HOSPITAL & RESEARCH
CENTER OAKLAND**

By: _____

By:  _____

Connie Telles

Bertram Lubin

Title: Nursing Program Director Health, Physical
Education & Athletics

Title: CEO, Children's Hospital & Research Center
at Oakland

25555 Hesperian Blvd
Hayward, CA 94545

747 52nd Street
Oakland, CA 94609