

**CALIFORNIA STATE UNIVERSITY, EAST BAY
CLINICAL GROUP AND PRECEPTOR NURSING
EXPERIENCE AND HEAD START CHILD CARE
FACILITIES USE AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January, 2018, pursuant to Education Code 89036, by and between the Trustees of the California State University, hereinafter called the "**TRUSTEES**," on behalf of California State University, East Bay, hereinafter called the "**UNIVERSITY**," and Contra Costa County Employment and Human Services Department on behalf of Community Services Bureau/Head Start, hereinafter called the "**FACILITY**."

WITNESSETH

WHEREAS, the **TRUSTEES** have approved a Nursing Program for the **UNIVERSITY** and such program requires Preceptor Nursing experience and the use of Community Health education; and

WHEREAS, the State of California - Board of Registered Nursing (BRN) 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** Nursing program use the Head Start Child Care facilities of the **FACILITY** for their Head Start Child Care Group and/or Preceptor Nursing experience.

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

I. FACILITY SHALL:

A. Permit each student who is deemed clinically qualified and designated by the **UNIVERSITY** pursuant to Paragraph IIA. below to receive Head Start Child Care and/or Preceptor Nursing experience at the **FACILITY** in the hereinafter listed types of nursing, and shall furnish, and permit such students and **UNIVERSITY** Nursing instructors free access to, appropriate facilities that have been determined to be consistent with **UNIVERSITY'S** written objectives for such experience at the Community Health Education.

B. Furnish appropriate Head Start Child Care facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the **UNIVERSITY** students and students from other education institutions, if any.

C. Site is not supervised by State of California – Board of Registered Nursing (BRN).

D. Arrange for **UNIVERSITY** faculty and student orientations to include (but not limited to): facility physical plant, policies, procedures, resources, and regulations.

E. Assure that **FACILITY** staff will provide adequate supervision in cooperation with **UNIVERSITY** Clinical Coordinator.

F. **FACILITY** and **UNIVERSITY** personnel will designate lines of communication and establish a plan for continuing communication at the beginning of each year.

G. Have the right, after consultation with the **UNIVERSITY** to accept/refuse/terminate placement of a student based on prerequisite preparation or performance.

I. The student shall bear all expenses as required should any student become sick or injured by conditions arising out of or in the course of said student's experience at the **FACILITY**.

J. Retain responsibility for Head Start Facility.

K. Notify the **UNIVERSITY'S** Clinical Group and/or Preceptor Nursing instructors, in advance, of any change in the **FACILITY'S** Manager appointments.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

A. Designate the students who are enrolled in the Nursing Program of the **UNIVERSITY** to be assigned at the **FACILITY** in such numbers as are mutually agreed to by both parties and schedule the learning experience of the students in conformity with the calendar of the **UNIVERSITY** academic year.

B. Establish a rotation plan for the Clinical **Group** and/or Preceptor Nursing by mutual agreement between the **FACILITY'S** Director and the **UNIVERSITY'S** coordinator in the Department of Nursing or their duly authorized representatives.

C. Monitor and coordinate with **FACILITY** all instruction, supervision and control of assigned students to be provided at **FACILITY**.

D. Keep all attendance and academic records of student's participating in said program.

E. Certify to **FACILITY** at the time each student first reports to the **FACILITY** to participate in said program that said student will be in compliance with the facilities' Health Screening policy for students.

F. Be responsible for direct supervision of students in the Clinical Group Nursing Experience including, professional activities and conduct while in the **FACILITY**. Be responsible for the coordination of instruction, supervision and evaluation of students in the Preceptor Nursing Experience.

G. Require every student to conform to all applicable **FACILITY** policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the **UNIVERSITY** and **FACILITY** and participate in **FACILITY** orientation.

H. Require **UNIVERSITY'S** Nursing instructors to notify **FACILITY'S** Director in advance, of student nursing schedules, student Clinical Group and/or Preceptor assignments and changes in clinical assignments.

I. In consultation and coordination with the **FACILITY'S** Community Health Education Manager (s) plan for the Clinical Group and/or Preceptor Nursing experience to be provided to students under this agreement.

J. In consultation and coordination with the **FACILITY'S** Director of Nursing arrange for periodic conferences between appropriate representatives of the **UNIVERSITY** and **FACILITY** to review and evaluate resources available in relation to CSU's Nursing program's written learning objectives and in the event either resources or objectives change. Student Placements will commence only when resources and objectives are compatible.

K. Provide and be responsible for the care and control of the **UNIVERSITY'S** educational supplies, materials and equipment used for instruction during said program.

L. Furnish to the **FACILITY**, or have each student furnish to **FACILITY** upon request, copies of the State-approved fingerprinting background check clearance and the Certificates of Clearance documentation that each student's immunizations and blood-borne pathogens training are in accordance with the **FACILITY'S** health policies. CSUEB Nursing students will provide evidence of a current TB clearance and immunity to pertussis,

measles and influenza.

M. Agree that no person, patient, client, staff or student shall, regardless of religion, race, color, national origin, ancestry, ethnic group identification, sex, actual or perceived sexual orientation and/or gender identity, physical handicap, mental disability, medical condition, marital status, age (over 40) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

O. Additionally, it is agreed that if a student with an approved disability accommodation is placed both CSUEB and Facility share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

P. Mandatory Instruction and Reporting: Before a student is assigned to the **FACILITY** for placement in a student teaching assignment the **UNIVERSITY** shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

III STUDENTS SHALL:

A. Wear a name pin at all times, and the name pin or other visual item such as a distinctive uniform or school patch, will identify the caregiver as a student.

B. Maintain confidentiality of patient information.

IV INSURANCE

UNIVERSITY shall require that students and CSU staff provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **FACILITY**, in accordance with **FACILITY**'s bylaws, rules, and regulations.

FACILITY shall require that instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY**'s bylaws, rules, and regulations.

V. The **State of California** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a STATE agency, the California State **UNIVERSITY**, Office of the Chancellor, the TRUSTEES, and its system of campuses are included in this self-insured program. Under this form of insurance, the STATE and its employees are insured for any tort liability that may develop through carrying out office activities, including STATE office operation on non-state owned property in an amount no less than \$1,000,000 per person, and no less than \$2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The **FACILITY** shall procure and maintain General Liability 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.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **FACILITY** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VI. INDEMNIFICATION

Each entity agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing

or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged in the performance of this Contract.

VII. It is understood and agreed that **FACILITY** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **FACILITY** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.

VIII. It is understood and agreed that **FACILITY** shall have the right to require all students who are designated for participation in clinical education hereunder to authorize and consent in writing to the release of information by **FACILITY** and its representatives to **UNIVERSITY** concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release **FACILITY** and all of its representatives from liability for so doing.

IX. **UNIVERSITY** agrees that it shall not use the name of the **FACILITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **FACILITY** thereto.

FACILITY agrees that it shall not use the name of the **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **UNIVERSITY** thereto.

X. **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **FACILITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

FACILITY shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **UNIVERSITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XI. CONFIDENTIALITY.

Student agrees to the provisions of the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to:

a.) No student shall have access to or have the right to receive any client records, 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 client information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

b.) Neither **UNIVERSITY** nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by **FACILITY** that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c.) **FACILITY** shall reasonably assist **UNIVERSITY** in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with **UNIVERSITY**, its employees, or agents.

XII. TERM OF AGREEMENT

This Agreement shall become effective on the 1st day of January 2018 and shall continue until December 31, 2023 provided however, it may be terminated by either party after giving the other party six months' advance written notice of its intention to so terminate; provided further, however, that any such termination by the **FACILITY** shall not be effective, at the election of the **UNIVERSITY**, as to any student who at the date of mailing of said notice by the

FACILITY, was participating in said program until such student has completed the program for the then current academic year. Exhibit A is made part of the Agreement.

It is further understood that **FACILITY** retains professional and administrative responsibility for services rendered.

Any written notice given under this Paragraph V shall be sent by registered mail to the following persons, as the case may be:

Notice to the **FACILITY**: to:

Contra Costa County Employment & Human Services Dept.
Community Services Bureau/HeadStart
Attn: Camilla Rand, Director
1203 West 10th Street., Building - D
Antioch CA 94509
925-427-5583 Office/925-305-3615 Cell
dmarsee@edsd .cccouny.us

Notice to the **UNIVERSITY**:

Mail three copies to:

California State University, East Bay
Chris Lam Vazquez, Contract Administrator
Procurement Office – SA 2750
25800 Carlos Bee Blvd. | Hayward, CA 94542-3021
510-885-7606 | Email: Chris.lam-vazquez@csueastbay.edu

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

Contra Cost County
Employment and Human Services Dept.
Community Services Bureau/Head Start

CALIFORNIA STATE UNIVERSITY EAST BAY

By: _____

By: _____

Name: _____

Name: Chris Lam Vazquez

Title: _____

Title: Contract Administrator

Date: _____

Date: _____

FORM APPROVED

Sharon L. Anderson, County Counsel

By Deputy

Angel S. Oze

EXHIBIT A**PROGRAM
DIRECTORS**

The Program Director(s) for each Program are listed below. With respect to each Program, prior to any Student, Faculty member, or Clinical Instructor participating in Clinical Training under this Agreement, the SCHOOL and the UNIVERSITY shall provide with other with copy of each Program Director's contact information

III. UNIVERSITY: California State University, East Bay – Nursing Program**A. PROGRAM DIRECTOR**

Name:	Adrienne Carlson, RN MS
Phone:	(925) 602-6768
Alt. Phone:	510-919-7021
Email:	adrienne.carlson@csueastbay.edu
Mailing Address:	California State University East Bay Department of Nursing & Health Science 25800 Carlos Bee Blvd Hayward, CA 94542

b. CSUEB – Authorized Signature Information

Name & Title:	Chris Lam Vazquez
Phone:	510-885-7606
Email:	Chris.lam-vazquez@csueastbay.edu
Mailing Address:	California State University East Bay Procurement Office - Rm: SA 2755 25800 Carlos Bee Blvd Hayward, CA 94542

2: Facility: Contra Costa County Employment & Human Services Dept.**a. PROGRAM DIRECTOR**

Name:	Debi Marsee
Title:	Comprehensive Service Manger
Telephone:	(925) 427-5583 cell (925) 305-3615
Email:	dmarsee@edsd.cccounty.us
Mailing Address:	1203 West10th Street, Building –D, Antioch Ca. 94509

a. Authorized Signee

Name:	Camilla Rand
Title:	<i>Director of Contra Costa County, Employment & Human Services Dept, Community Services Bureau/Head Start</i>
Telephone:	(925) 681-6301
Email:	crand@ehsd.cccounty.us
Mailing Address:	