



## REGIS COLLEGE CLINICAL AGREEMENT

This agreement ("Agreement") is executed by and between Regis College ("School") located at 235 Wellesley Street, Weston, MA 02493 and Tulare County Health & Human Services Agency ("Host Agency") located at 5957 South Mooney Blvd, Visalia, CA 93277.

WHEREAS, School desires to provide to its students a supervised clinical practice experience in the practice area of Nursing through the application of classroom knowledge and skills in actual patient or client centered situations ("the Program"), and;

WHEREAS, Host Agency has agreed to make its facility available to School for such purposes.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows.

### I. Responsibilities of School

- A. School will prepare students selected for the Program for effective participation at Host Agency's facility. School shall select students who have satisfied School's academic and other requirements, including completion of all necessary prerequisite courses and previous clinical experiences. School will retain ultimate responsibility for the education of students.
- B. School shall provide Host Agency with current information about its curriculum and the clinical educational goals of the Program on Host Agency's request.
- C. School will advise all students assigned to Host Agency regarding the confidentiality of patient/client records and patient/client information imparted during the Program. School will also advise students that these confidentiality requirements survive the end of their participation in the Program.
- D. School shall provide students with training regarding the Health Insurance Portability and Accountability Act ("HIPAA"), practices related to Occupational Health and Safety Administration ("OSHA") regulatory compliance, and infection control.
- E. School will require all students to maintain health insurance throughout their participation in the Program and to provide proof of such health insurance to School.
- F. School certifies to Host Agency that School will perform a criminal background check on students assigned to Host Agency. School will not assign a student to Host Agency if, in School's discretion, the results of such background check indicate that the student cannot or should not participate in the Program.
- G. School shall verify that students have received the immunizations and/or medical procedures listed in Exhibit A, attached hereto and herein incorporated by reference.

- H. School will advise students that they are required to comply with Host Agency rules, regulations, and procedures.
- I. School shall designate a Clinical Placement Coordinator to oversee and coordinate the administration of the Program on behalf of School.
- J. School represents that it maintains general liability insurance with maximum coverage limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. School further represents that it provides professional liability coverage for its professional staff and for students with maximum coverage limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
- K. School will inform each student assigned to the Program of the Student Responsibilities and Acknowledgements listed in Exhibit B, attached hereto and hereby incorporated by reference.

## **II. Responsibilities of Host Agency**

- A. Host Agency has a responsibility to maintain a positive, respectful, safe, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Host Agency will provide students with access to appropriate resources for student education including, but not limited to:
  - i. Access to patients or clients at Host Agency facilities in an appropriately supervised environment;
  - ii. Security badges or other required security access to patient or client care areas;
  - iii. Access to and required training in the proper use of electronic medical records or paper charts, as applicable;
  - iv. Computer access;
  - v. Information regarding Host Agency facilities, transportation, polices, and other such information as be necessary for students to participate in the Program.
- B. Host Agency will retain full responsibility for care of patients or clients. The Host Agency's primary responsibility is for the health and well-being of their patients or clients. The Host Agency will allow Students the opportunity to undertake patient or client care under supervision in the activities that the Host Agency deems appropriate.
- C. Host Agency staff will assist School in the evaluation of the learning and performance of students by completing evaluation forms provided by and returned to School in a timely fashion. If requested by Host Agency, School will provide instruction to Host Agency's staff with respect to the evaluation of School's students.
- D. Host Agency will provide for the orientation of School's students as to Host Agency's rules, regulations, procedures, and policies including practices related to the Health Insurance Portability and Accountability Act ("HIPAA"), practices related to Occupational Health and Safety Administration ("OSHA") regulatory compliance, and infection control.

- E. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (e.g. needle stick or blood exposure) while at Host Agency, Host Agency will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. As Students participating in the clinical experience will be treated as volunteers for the Host Agency, the Host Agency agrees to provide workers' compensation insurance coverage to Student for any injury or disease arising out of Students' participation in the clinical experience program. Host Agency may subject student to any applicable return to service health requirements following such injury, illness, or exposure.
- F. Host Agency, its employees, agents and representatives shall maintain in confidence student files, education records, and personal information in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and other applicable law or regulation. Host Agency will limit access to such student information to only those employees and agents with a professional need to access such information.
- G. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable and/or as required by law.
- H. Host Agency will promptly provide written notification to School if a claim arises involving a student.
- I. Host Agency will resolve any situation in favor of patient or client welfare and will restrict a student to the role of observer if a problem may arise and until the problem can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify School if such an action is required.
- J. Host Agency shall identify a Site Coordinator from among its staff who will communicate and cooperate with School regarding the administration of the Program at Host Agency.

### **III. Mutual Responsibilities**

- A. The parties will work together to maintain an environment of high quality patient or client care. At the request of either party, a meeting or conference will promptly be held between School and Host Agency representatives to resolve any problems or develop any improvements in the operation of the Program.
- B. School and Host Agency will not discriminate against any employee, applicant to the Program or student because of age, disability, national origin, race, religion or sex or any other basis protected by law.
- C. Host Agency may request the removal of any student or clinical faculty whom Host Agency determines is not performing in accordance with its applicable administrative and patient or

client care policies, procedures, rules, and/or regulations. Host Agency must make such request to School in writing, and must include a statement of the reason or reasons why Host Agency desires to have the student or clinical faculty removed. School and Host Agency must afford the student or clinical faculty an opportunity to respond in writing to the stated reasons for their removal from Host Agency. However, Host Agency may immediately remove from the premises any student or clinical faculty who poses an immediate threat or danger to personnel or to the quality of patient or client services, or for unprofessional behavior. Host Agency will notify School if such an action is required. School may terminate a student's or clinical faculty's participation in the Program when, in School's sole discretion, further participation by the student or clinical faculty would no longer be appropriate. School will notify Host Agency if such action is required.

#### **IV. Location of Host Agency Site(s)**

Students shall participate in the Program at the following Host Agency site(s) and such other sites as the parties may subsequently agree in writing:

Tulare County Health & Human Services Agency  
5957 South Mooney Blvd  
Visalia, CA 93277

#### **V. Supervision of Students**

- A. Where possible, School faculty may make periodic site visits to Host Agency to meet with students and Host Agency staff. School shall make faculty or administrators available during normal business hours to respond to questions or problems arising at Host Agency that cannot be addressed on site.
- B. Host Agency shall utilize its staff, employees/contractors (i.e. preceptors) to supervise students at Host Agency. Preceptors shall have one-on-one (1:1) relationships with the students they supervise.

#### **VI. Term and Termination**

This Agreement will commence upon execution by both parties and will terminate on 12/31/2021 ("Termination Date"). This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days' prior written notice to the other party. Should notice of termination be given under this section, students then assigned to Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

#### **VII. Employment Disclaimer**

The students participating in the Program will not be considered employees or agents of Host Agency or School for any purpose. Students will not be entitled to receive any financial or other compensation from Host Agency or School or any benefits of employment from Host Agency or School, including but not limited to, health care benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Student participation in the Program includes no expectation of subsequent employment with Host Agency.

**VIII. No Agency Relationship Between the Parties.**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, joint venture or fiduciary relationship between the parties, but rather is an agreement between independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**IX. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party.

**X. Notices**

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally, when deposited in the United States mail, First Class, postage prepaid, or via e-mail (upon confirmation of receipt) addressed to the individuals indicated below. The parties may from time to time designate such other persons or contact information by written notice to the other.

If to School: Catherine Bingham MBA, MSN, ANP-BC  
Clinical Operations Director  
Regis College Online Nursing  
235 Wellesley Street  
Weston, MA 02943  
catherine.bingham@regiscollege.edu

If to Host Agency: Public Health Branch  
Tulare County Health & Human Services Agency  
5957 South Mooney Blvd  
Visalia, CA 93277  
559-624-8033

**XI. Indemnification**

A. School and Host Agency ("Indemnifying Party") agree to indemnify, hold harmless, and defend the other party and its employees, directors, officers, and/or agents (collectively, the "Indemnified Party") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) whether or not involving a third party claim, arising out of 1) any breach of this Agreement; 2) any breach of applicable law; or 3) any negligent or willful act or omission of the Indemnifying Party, its faculty, or students in the course of the activities described in this Agreement. The Indemnified Party shall notify the Indemnifying Party of any

claim which might result in a request for indemnification under this section. The Indemnifying Party shall have the right to assume at its expense the defense of such a claim. In the event the Indemnifying Party elects to assume such defense, the Indemnified Party may nevertheless engage at its own expense an attorney to consult in such defense. The Indemnifying Party shall have full authority and discretion to settle or to compromise any claim covered by this section; provided, however, that the Indemnifying Party shall consult with the Indemnified Party before making any agreement to settle or compromise said claim.

- B. Notwithstanding anything in this Agreement to the contrary, to the extent that a party shall have any obligation to indemnify, hold harmless, and/or defend the other party under this Agreement, such obligation shall not include any obligation to indemnify any consequential, special, punitive, incidental or indirect damages whatsoever, incurred by any person, including if such damages in any way arise out of, relate to or are a consequence of the performance or nonperformance by a party under this Agreement or a breach or indemnification obligation of an Indemnified Party under any contract or otherwise (including with respect to loss of profits, goodwill, business interruptions, or anticipated savings), even if advised of the possibility of such damages.

## **XII. No Payments**

No payments shall be made between the parties or made to the students in connection with this Agreement.

## **XIII. Severability**

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

## **XIV. Captions**

Captions in this Agreement are for convenience only.

## **XV. Entire Agreement; Amendment**

This Agreement contains the entire agreement of the parties as it relates to this subject matter and supersedes and cancels all previous agreements between the parties. This Agreement may be amended only in writing and executed by both parties.

## **XVI. Governing Law; Jurisdiction**

This Agreement and any disputes related to this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law principles. The parties agree to the exclusive personal jurisdiction and venue of the state and federal courts in Middlesex County, Massachusetts.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf.

Regis College

Name: Diane Welsh, DNP, RN, CNE

Title: Dean of the School of Nursing

Signature: Diane M Welsh

Date: 2/6/19

Tulare County Health & Human Services Agency

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

January, 2017

APPROVE AS TO FORM:  
COUNTY COUNSEL  
BY [Signature] 2/14/19  
DEPUTY 20181571

## **Exhibit A – Immunizations and Examination Requirements**

### **Immunization and Medical Exam Requirements:**

1. Measles, Mumps & Rubella (MMR): Positive antibody titers for all 3 components (lab report required) 2 injections.
2. Varicella (Chicken Pox): Positive antibody titer (lab report required) 2 injections, history of disease is NOT acceptable.
3. Hepatitis B” Positive antibody titer (lab report required).
4. Tuberculosis (TB): Evidence of two (2) negative Tuberculosis Skin Tests (TST). Students with a history of a positive TST must provide documentation of a negative chest x-ray within the past one year and must provide documentation of an annual symptom review for active TB disease. Students with a history of a positive TST who are originally from a TB-endemic country (as defined by the Centers for Disease Control) and/or a history of BCG vaccine, must provide documentation of a negative blood assay Mycobacterium tuberculosis test (QFT or T-spot) lab test. If the QFT or T-spot is positive, a subsequent chest x-ray which rules out active TB disease and documentation of an annual symptom review for active TB disease is required.
5. Tetanus, Diphtheria & Pertussis (Tdap): There must be documentation of a Tdap booster within the past 10 years.
6. Documentation of a flu shot administered during the current flu season.
7. Physical Examination form completed and signed by a medical professional.



## **Exhibit B**

### **Student Responsibilities and Acknowledgements**

1. Student agrees to collaborate with Host Agency supervisors to ensure maximum learning and best quality of care provided to patients or clients.
2. Student agrees to notify appropriate Regis staff in a timely fashion of any concerns or developments affecting participation in their clinical placement before, during, or after the clinical placement experience.
3. Student will observe all rules, regulations, and policies of Host Agency.
4. Student will maintain patient and/or client confidentiality in accord with the Health Insurance Portability and Accountability Act ("HIPAA"), other applicable law, and Host Agency rules, regulations, and policies. Student understands that this obligation continues after the completion of their clinical placement experience.
5. Student acknowledges that they will receive no financial or other compensation for their participation in their clinical placement experience at Host Agency.
6. Student must maintain health insurance throughout their participation in the clinical placement experience.
7. Student acknowledges that they are not an employee of Regis College or Host Agency and that there is no expectation of employment with Host Agency at the conclusion of their participation in the clinical placement experience at Host Agency.
8. Student is responsible for all medical expenses, including future medical expenses, associated with any occupational injury, illness, or exposure experienced at Host Agency. Host Agency may subject Student to any applicable return to service health requirements following such injury, illness, or exposure.
9. Students are encouraged to self-disclose any need for workplace accommodations to Host Agency.
10. Student acknowledges that School may need to disclose Student's immunization or other information to Host Agency for the purposes of arranging their clinical placement. Student hereby consents to such disclosure.
11. Student acknowledges that failure to comply with any of the requirements stated herein may result in their dismissal from Host Agency and failure of the related component or course within their academic curriculum.