

A G R E E M E N T

BETWEEN

CALIFORNIA STATE UNIVERSITY, FRESNO  
CHHS/SCHOOL OF NURSING

AND

**DELANO JOINT UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into **August 20, 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, FRESNO, hereinafter called the "Institution", and **DELANO JOINT UNION HIGH SCHOOL DISTRICT** hereinafter called the "Agency".

W I T N E S S E T H:

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

WHEREAS, the State Board of Nursing Education and Nurse Registration has heretofore accredited the Institution 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 Institution's Nursing Program use the facilities of the Agency for their field experience.

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

I. AGENCY SHALL:

- A. Permit each student who is designated by the Institution pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and Institution's instructors free access to appropriate clinical facilities for such clinical experience;
- B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the Institution's students and students from other educational institutions, if any.
- C. Maintain the Agency facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable State Board(s), and/or Business and Professions Codes.
- D. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
- E. Provide instructors and students taking part in the field experience, whenever possible, the following:

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1. A conference-type space suitably furnished for small groups.
  2. A storage area for instructional materials
  3. Access for each instructor to the medical library.
  4. A lecture room equipped with desks and chairs.
  5. Field transportation, if appropriate.
  6. Lockers for each instructor.
  7. Other incidentals that may be mutually agreeable
- F. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Agency. Provide medical examinations or other protective measures that may be required by the Agency in addition to the health examination provided by the Institution.
- G. Permit and encourage members of the resident staff and attending medical staff of the Agency to participate in the instructional phase of the clinical experience.
- H. Permit the Agency's designated personnel to attend meetings of the Institution's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this agreement.
- I. The Agency may, if it desires, require the Institution's instructors and students to conform with Agency's policies of keeping an accurate record of the time reporting in and leaving the Agency daily.
- J. Have the right, after consultation with the Institution, to refuse to accept for further clinical experience any of the Institution's students who in the Agency's judgment, are not participating satisfactorily.
- K. Notify the Institution's clinical instructors, in advance, of any change in the Agency's appointments.
- L. As trainees, and solely for the purposes provided in this section, the students shall be considered members of the Agency's "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Agency's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. Agency shall provide the students with substantially the same training that it provides to its employees for such purposes.

**II. TRUSTEES, THROUGH THE INSTITUTION SHALL:**

- A. Designate the students who are enrolled in the Program of the Institution to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotational plan for the clinical experience by mutual agreement between the Agency's Superintendent and the Institution's Coordinator or their duly authorized representative(s).

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- C. Supervise all instruction and clinical experience given at the Agency to the assigned students and provide the necessary instructors for the clinical experience program provided for under this agreement.
- D. Keep all attendance and academic records of students participating in said program.
- E. Certify to Agency at the time each student first reports at Agency to participate in said program that said student will comply with the Health Plan for Students.
- F. Advise students to be professional in conduct and activities while at the Agency. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Agency.
- G. Require Institution's instructors to notify Agency's in advance of:
  - 1. Student schedules
  - 2. Placement of students in clinical assignments.
  - 3. Changes in clinical assignments.
- H. In consultation and coordination with the Agency's representatives, plan for the clinical experience to be provided to students under this agreement.
- I. In consultation and coordination with the Agency's staff arrange for periodic conferences between appropriate representatives of the Institution and Agency to evaluate the clinical experience of the program.
- J. Provide and be responsible for the care and control of the Institution's education supplies, materials, and equipment used for instruction during said program.
- K. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.
- L. Provide Worker's Compensation Insurance coverage to students for injury or disease arising out of the Agency's facility while participating in the Institution's Nursing Program.
- M. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement. Proof of such coverage will be provided upon request to the Agency.

**III. GENERAL PROVISIONS**

- A. This agreement shall become effective on the date of countersignature and shall continue for a period of three (3) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- B. Institution shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. Agency shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the

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performance of this agreement. It is the intention of Institution and 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.

- C. There shall be no monetary obligation on the Institution or the Agency, one to the other.
- D. This agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the Institution, and the Agency.
- E. Any written notice given under this Paragraph III shall be sent by registered mail to each address below:

California State University, Fresno  
Purchasing Department  
5150 N. Maple Avenue  
Fresno, CA 93740-0111

California State University, Fresno  
College of Health & Human Services, School of Nursing  
2345 E. San Ramon, Mail Stop MH25  
Fresno, CA 93740-8031

**DELANO JOINT UNION HIGH SCHOOL DISTRICT**  
1720 Norwalk St  
Delano, CA 93215  
661.720.4150

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

**INSTITUTION:**  
CALIFORNIA STATE UNIVERSITY, FRESNO

**AGENCY:**  
**DELANO JOINT UNION HIGH SCHOOL DISTRICT**

By \_\_\_\_\_  
Brian Cotham, Director                      Date  
Procurement & Support Services

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

By \_\_\_\_\_  
Lisa Kao                                      Date  
Risk Manager

Title \_\_\_\_\_

By \_\_\_\_\_  
Dr. F. Ndidu U. Griffin-Myers              Date  
Program Director/Chair, School of Nursing