This Agreement, made and entered into as of ________________, by and between Cape Cod Community College, hereinafter referred to as the COLLEGE and ____________________, hereinafter referred to as the HEALTH CARE FACILITY, will be effective for a period of two years and reviewed annually.

WITNESSETH:

WHEREAS, the COLLEGE and the HEALTH CARE FACILITY acknowledge public obligation to contribute to education for nursing for the benefit of students and for community needs, and

WHEREAS, it is to the mutual benefit of both parties that students have opportunities for clinical education as students and future practitioners in an environment of quality medical and nursing care, and

WHEREAS, the COLLEGE has established a program in nursing which requires clinical facilities of said HEALTH CARE FACILITY as the educational laboratory for nursing education and

WHEREAS, the fundamental responsibility of the COLLEGE nursing faculty and the nursing service staff of the HEALTH CARE FACILITY in making the association successful is that of maintaining harmonious, cooperative relationships with understanding of the primary obligation of each to education and service, respectively, and agreement on the common purpose of both, namely, the provision of the best possible nursing care for people, and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility,

Therefore, in consideration of the mutual covenants herein expressed, the following Agreement is effective by the proper authorizing bodies of both parties, each in independent status from the other:

1. The COLLEGE will provide qualified faculty sufficient to implement effectively the Associate Degree of Nursing Program. The faculty shall maintain evidence of prepaid health and malpractice insurance. The faculty who utilize the HEALTH CARE FACILITY for teaching purposes shall also maintain on file in the HEALTH CARE FACILITY’S Nursing Administration Office up-to-date evidence of appropriate credentials and competency.

2. The faculty of the COLLEGE’S Associate Degree Nursing Program is primarily responsible for student learning experiences in both theory and laboratory courses; and accordingly, the chairman of the department and the faculty will:
   a. Plan assignments of clinical experience and other opportunities according to the students’ needs of fulfilling the educational objectives of the program in nursing:
   b. Plan, develop, implement, and assume responsibility for all clinical instruction and evaluation (with input of HEALTH CARE FACILITY staff as appropriate) of students in nursing laboratory;
   c. Plan for correlation of theory and practice in cooperation with HEALTH CARE FACILITY nursing personnel the assignment of students for nursing care of selective patients;
d. Ensure that all faculty members and students become familiarized with and adhere to all HEALTH CARE FACILITY policies, standards, procedures, facilities, codes of ethics and of the standards of health;

e. Assume the responsibility to assure that both faculty and students assigned to the HEALTH CARE FACILITY meet the HEALTH CARE FACILITY standards of health;

f. Assume the responsibility in cooperation with the student health service of the COLLEGE for the health supervision of the students of the Associate Degree Nursing Program for the facilities of the HEALTH CARE FACILITY. It is understood, however, that emergency situations involving students should be treated in the most expedient manner as the situation dictates;

g. Ensure that all students complete the COLLEGE Medical Record including record of immunizations and are up-to-date with vaccinations required by law or regulation for clinical practice. The COLLEGE also will ensure that all students purchase the COLLEGE’S health insurance plan or must provide documentation of other health insurance. All students must purchase their malpractice insurance policy through the COLLEGE. The COLLEGE will ensure that all of its faculty members and students working at the HEALTH CARE FACILITY are covered by customary amounts of professional and general liability insurance;

h. Ensure that all students have undergone Criminal Offender Record Information (CORI) checks consistent with College policy;

i. Ensure that all students have been screened for illegal drug use consistent with Nursing Program policy;

j. Six weeks before the beginning of each academic semester furnish the HEALTH CARE FACILITY Administrator, Director of Nursing and/or Nursing Supervisor with a schedule of the dates and hours for clinical practice, and the nursing units to which they will be assigned;

k. Meet periodically with the designated nursing personnel of the HEALTH CARE FACILITY for discussions and evaluation of the nursing program and of individual students, if appropriate;

l. Permit its faculty members to participate as resource persons at meetings, conferences, or other HEALTH CARE FACILITY activities on invitation from the appropriate authorities of the HEALTH CARE FACILITY with the approval of the Chairman of the Department of Nursing.

3. The HEALTH CARE FACILITY will:

a. Maintain the standards, which will make it eligible for approval as a clinical area for instruction in an accredited associate degree nursing program.
b. Permit the faculty and students of the COLLEGE to use its patient care and patient service facilities for nursing laboratory according to the projected plan submitted by the COLLEGE and mutually approved annually;

c. Permit reasonable visitation of clinical facilities by representatives of The Massachusetts Board of Registration for Nursing and the National League for Nursing Accrediting Commission for purposes of evaluation for approval or accreditation of the Associate Degree Program in Nursing.

d. Assume responsibility for the nursing care of patients. Students will neither replace HEALTH CARE FACILITY staff nor give service to patients apart from its educational value;

e. Assist in orienting the COLLEGE nursing faculty members in whatever is necessary to give them a thorough understanding of the practice field used by the students;

f. Plan to meet periodically with designated faculty members of the Associate Degree in Nursing Program to discuss and evaluate the student program;

g. Provide the following facilities, services, and supplies for educational use by the COLLEGE faculty and students:

1. Clinical conference rooms on or near the nursing units to which students are assigned;

2. Charts, nursing station references such as Kardex;

3. A nursing station library which contains at least a current medical dictionary, a recent Physician's Desk Reference, a national formulary, a dietary reference, a pharmacology text, at least one reference related to the clinical specialty of the Unit, a HEALTH CARE FACILITY policy manual, and a HEALTH CARE FACILITY Procedures manual;

4. Medical records for educational use of students and faculty;

5. Dressing rooms for the changing of apparel;

6. Same food services as are available to agency staff;

7. Emergency medical care to students and faculty;

8. Reasonable use of parking areas.

h. Refuse educational access to its clinical areas to COLLEGE personnel and students who do not meet the HEALTH CARE FACILITY standards and policies for health, safety, optimum patient care, and ethical behavior;
1. Confer with the division chairman of the Associate Degree in Nursing Program or designated faculty member to determine the assignment of clinical facilities to different education programs.

4. Students shall be responsible for their uniforms except if an agency policy requires a change, in which event the agency will supply the necessary changes in accordance with their policy.

5. One month prior to the date of the termination of this Agreement it will be reviewed by both parties, at which time revisions may be suggested by either party and incorporated as mutually agreed.

6. At any time, with the mutual consent of both contracting parties, this agreement may be amended in writing during the period of contractual Agreement.

7. This Agreement may be terminated by either party hereto by 90 days advance written notice to the other.

8. Both parties recognize the Patient’s Bill of Rights and specifically the statement that a patient may refuse to be examined, observed, or treated by students or any faculty staff without jeopardizing access to psychiatric, psychological or other medical care and attention.

9. Confidentiality of medical records and data shall be maintained at all times, by all parties hereto, the students and the COLLEGE faculty members supervising the students. All COLLEGE faculty members and students, while at HEALTH CARE FACILITY, shall abide by all applicable state and federal laws and, particularly at all times, adhere to all applicable requirements of them and HEALTH CARE FACILITY under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10. An annual review by both program and agency personnel is conducted.

11. This Agreement shall be governed in all respects by Massachusetts law.

12. This Agreement constitutes the full and only understanding between the parties hereto relative to the HEALTH CARE FACILITY’S obligations to the COLLEGE.

______________________________   ________________________________
Health Care Facility Administrator   Cape Cod Community College
                                    President

______________________________   ________________________________
Health Care Facility Director of Nursing   Cape Cod Community College
                                        Chair, Health Sciences Department