

**EDUCATION AGREEMENT
BETWEEN
Vanderbilt University**

AND
NATIVIDAD MEDICAL CENTER (County of Monterey)

THIS AGREEMENT is made and entered into as of the date set forth herein below, by and between Vanderbilt University, a Tennessee not-for-profit corporation, in connection with its School of Nursing (“SCHOOL”) and Natividad Medical Center (“CLINICAL FACILITY”) a general acute care teaching hospital wholly owned and operated by the County of Monterey.

RECITALS:

1. ~~SCHOOL is a vocational institution that complies with the State of California guidelines. Students receive a certificate of completion upon meeting the Program criteria. The Program requires a clinical learning site and the use of clinical facilities. The Program is that of the SCHOOL and not of the CLINICAL FACILITY.~~ MS
School
Clinical Facility
2. The CLINICAL FACILITY has facilities suitable for providing the clinical experience required by the SCHOOL’s Program.
3. It is to the mutual benefit of the parties hereto that SCHOOL’s students have opportunities to use the CLINICAL FACILITY facilities for their clinical practicum. This Agreement describes the conditions of the participation between the parties.

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

4. DEFINITIONS:

- a. Clinical Practicum means the practical experience that the Student obtains by means of onsite actual clinical experience under CLINICAL FACILITY supervision. MS
- b. ~~Preceptor is the CLINICAL FACILITY employee who directly supervises the Student in his/her clinical practicum.~~
- c. Unit means the department or clinic within the CLINICAL FACILITY in which the Student obtains clinical experience.
- d. ~~Faculty Member means the professor who evaluates the Student’s clinical practicum.~~ MS
- e. Student means the SCHOOL student who is performing his/her clinical practicum at the CLINICAL FACILITY. MS

CLINICAL FACILITY SHALL:

5. Accept from the SCHOOL the mutually agreed upon number of students enrolled in the SCHOOL’s Program. CLINICAL FACILITY shall designate a member of its staff to participate with the designee of the SCHOOL in planning, implementing and coordinating the clinical

experience practicum. CLINICAL FACILITY shall permit designated Hospital personnel to participate in the instruction of the students; however, this shall not interfere with the service commitments of the Hospital personnel.

6. Provide facilities as presently available and as necessary for the development and maintenance of a clinical educational experience for SCHOOL's students taking part in the practicum. CLINICAL FACILITY shall permit said student(s) of SCHOOL access to the appropriate facilities for the clinical experience program, including classroom and conference room space when available; provided that the presence of the students shall not be allowed to interfere with the regular activities of the CLINICAL FACILITY.
7. Maintain its facilities used for the clinical experience in such a manner that said facilities shall conform to all applicable provisions, requirements, standards and guidelines of State Boards, licensing or accreditation agencies such as Joint Commission, and/or the Business & Professions Code.
8. Assure that CLINICAL FACILITY staff is adequate in number and quality to insure safe and continuous management of the clinical practicum in cooperation with SCHOOL's educational program.
9. **The CLINICAL FACILITY shall:**
 - a. Provide students taking part in the clinical experience, whenever possible, with such other incidentals as may be mutually agreed upon from time to time by the parties.
 - b. Provide equipment, materials and other necessary resources that are adequate to provide an appropriate clinical experience.
 - c. ~~Retain full responsibility for the supervision of patient care.~~
 - d. Provide the Student(s) with access to learning experiences and involvement in patient care in its clinical facilities.
 - e. Maintain or cause the preceptor to maintain professional liability insurance in an amount equivalent to that maintained by the Student.
 - f. Not use the name of the SCHOOL in any advertising, commercial, or published materials without first obtaining the express written authorization from the SCHOOL.
 - g. Confirm and assure that the Student is not an employee of the Hospital and has no responsibility for supervision of patient care in any department or unit of the Hospital.
 - h. CLINICAL FACILITY shall assign an appropriate individual to:
 - i. Be responsible, in coordination with the SCHOOL's staff, for planning and scheduling of student activities at the CLINICAL FACILITY prior to each student rotation.
 - ii. Maintain during each clinical rotation, the clinical performance evaluations for assigned students.
 - iii. Attend meetings, as appropriate, when requested by the SCHOOL or Hospital.
10. ~~Provide emergency first aid and medical treatment for any student who becomes sick or injured on CLINICAL FACILITY's premises during said student's participation in the clinical practicum at the CLINICAL FACILITY. Provide any additional medical examinations and/or~~

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~~other protective measures that may be required by the CLINICAL FACILITY. Except as provided herein the CLINICAL FACILITY shall have no obligation to furnish medical or surgical care to any student.~~

11. Have the right, after consultation with the SCHOOL, to request withdrawal from further clinical experience any student of the SCHOOL who, in the CLINICAL FACILITY's judgment, is not participating satisfactorily in the clinical educational practicum, or who refuses to follow the Hospital's administrative and patient care policies, procedures, rules and regulations, including inappropriate behavior, dress and/or hygiene. The CLINICAL FACILITY's request must be in writing and must include a statement of the reason(s) for withdrawal. Said request shall be complied with immediately by the SCHOOL, but not later than five (5) days from its receipt of same, depending upon the severity of the problem.
12. CLINICAL FACILITY supervisory employees may, in an emergency or based upon applicable standards of client service, temporarily relieve a student from a particular assignment or require that a student leave an area or department, pending the parties' final determination of the student's future status.

SCHOOL SHALL:

13. Be responsible for the academic content, development, and administration, promotion of the Program and shall provide necessary instruction and academic supervision. SCHOOL shall be responsible for clear and specific objectives and planned learning activities for the clinical component of instruction, clinical manuals for students, and appropriate evaluation instruments for student learning. The clinical experience practicum shall be conducted in a manner satisfactory to CLINICAL FACILITY; and the time, place and subject matter of all training shall be subject to CLINICAL FACILITY's approval. Selection of specific learning or educational experiences to be assigned to students shall be determined by mutual agreement between the parties.
14. Establish a rotational plan for the clinical experience by mutual agreement between appropriate representatives of the parties. The parties may formalize by letter the operational details of the clinical experience program. SCHOOL shall provide both Student and CLINICAL FACILITY with a copy of the performance objectives for the clinical practicum and the assurance that the student is theoretically prepared for meeting those objectives.
15. ~~Designate those students who are enrolled in the Medical Services Department of the SCHOOL to be assigned for clinical educational experience at the CLINICAL FACILITY, in such numbers as are mutually agreed to by the parties from time to time.~~
16. Supply the CLINICAL FACILITY with the name, biographical data, report of health status, and information about health care coverage or insurance of each student to the CLINICAL FACILITY at least two (2) weeks before the beginning date of each clinical experience program. SCHOOL shall supply any additional information required by the CLINICAL FACILITY prior to the beginning date of each clinical experience program.

17. Certify to CLINICAL FACILITY at the time each student first reports at CLINICAL FACILITY to participate in the clinical educational experience that said student has been informed of the requirement to comply with all agreed upon health and health insurance requirements from students in the program.
18. Provide instruction to students through clinical instructors employed by the SCHOOL, who shall assume full and complete responsibility for all classroom and clinical instruction of the students unless, in specific instances, other provisions are made which are mutually satisfactory to the parties. SCHOOL shall keep all attendance and academic records for all students participating in the said program. The SCHOOL shall maintain records and reports of student's clinical experience for a period of at least five (5) years.
19. Inform students of their responsibility to perform their duties in a professional manner and conduct themselves appropriately while at the CLINICAL FACILITY. Instruct every student to conform to all applicable CLINICAL FACILITY policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the SCHOOL and CLINICAL FACILITY.
20. Designate a faculty member to be Clinical Coordinator and consult with a designee of the CLINICAL FACILITY in the planning of the program of clinical experience to be provided students of the SCHOOL, and arrange for periodic conferences between appropriate representatives of the SCHOOL and CLINICAL FACILITY to evaluate and improve the clinical educational experience program.
21. The parties shall arrange for evaluation of the student's performance during the clinical rotation.
22. Notify students that they are responsible for:
 - a. Following the CLINICAL FACILITY's administrative policies and procedures;
 - b. Providing the necessary and appropriate uniforms which shall be designated, but not provided, by the CLINICAL FACILITY;
 - c. Arranging for their own transportation and living accommodations when not provided by the CLINICAL FACILITY;
 - d. Reporting to the CLINICAL FACILITY on time and following all established rules and regulations of the CLINICAL FACILITY;
 - e. Arranging for his/her own health insurance when not provided by the SCHOOL;
 - f. Assuming responsibility for the personal illness, necessary immunizations, tuberculin test, chest x-ray and annual health examination;
 - g. Maintaining the confidentiality of any and all patient information in accordance with applicable state and federal law and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). No student shall have access to, or have the right to, review any medical record except where necessary in the regular course of the program. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the clinical experience program is forbidden, except when specifically made a necessary part of the program.

STUDENT RESPONSIBILITIES:

- 23. The student will keep a written log of procedures for which he/she is responsible. This log will be signed off on a regular basis by the Preceptor verifying student attendance hours and procedures.
- 24. The student will arrive at the Hospital on time every day for work-scheduled hours.
- 25. The student will be provided verbal and/or written feedback from Preceptor, which will also be reported to the Clinical Coordinator.
- 26. The student will be considered a learner and shall not replace hospital staff nor give services to patients, except as part of his/her educational training, and except as may be legally permissible under the applicable California law, including the Health & Safety Code and the Business & Professions Code.

GENERAL PROVISIONS:

- 27. The parties agree that Student shall not bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payor, for clinical internship services. To the extent permitted by law, CLINICAL FACILITY shall be solely responsible for billing and collecting any applicable fees and charges from during his/her clinical internship.
- 28. **Nondiscrimination.** The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected and be treated throughout their clinical experience without discrimination on account of race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability.
- 29. **Relationship of the Parties; Independent Contractors.** It is expressly understood and mutually agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the SCHOOL and the CLINICAL FACILITY, but is rather an agreement between independent contractors for the sole purpose of establishing a clinical experience component to the SCHOOL's Program of instruction. This Agreement is not intended to, and shall not be construed to, create rights or benefits of any kind or type in any third parties such as those students who participate in the clinical experience program except and unless specifically set forth herein.
- 30. **No Third Party Rights.** ~~It is expressly agreed and understood by the parties to this Agreement that the students who take part in this program are in attendance at the CLINICAL FACILITY for educational purposes only. Without limiting the foregoing, no offer or obligation of permanent employment with the County or with any department or Clinical Facility of the County is intended or implied in any manner by this Agreement. SCHOOL's~~

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~~students are not employees of either party and this shall not become entitled, by virtue of this Agreement, to any form of employee benefits or fringe benefits whatever, including but not limited to compensation for services, employee benefits of any and all types, including workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, or any other employee benefits, except and unless specifically set forth herein.~~

31. **Insurance.** ~~The SCHOOL and the CLINICAL FACILITY shall each procure and maintain in full force and effect, at its own cost and expense, General and Professional Liability insurance in the amounts of \$1,000,000 per occurrence / \$3,000,000 in the aggregate; or shall self insure its obligations under this Agreement, if permitted by law. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage.~~

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~~The SCHOOL shall maintain or shall cause each Student to maintain professional liability, public liability and property damage insurance in the amount of \$1 Million for any single occurrence and a minimum of \$3 Million in the aggregate during the Student's clinical experience. The SCHOOL shall furnish or cause its Student participants to furnish proof of such insurance coverage prior to the beginning of the student's participation in the clinical experience practicum.~~

32. **Indemnification.** ~~The SCHOOL shall save harmless and indemnify the CLINICAL FACILITY, the County of Monterey, their trustees, officers, employees and agents, against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the SCHOOL's performance of the terms of this Agreement.~~

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~~The CLINICAL FACILITY shall save harmless and indemnify the SCHOOL, its directors, trustees, officers, employees and agents, against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the CLINICAL FACILITY's performance of the terms of this Agreement.~~

~~It is the intention of SCHOOL and CLINICAL FACILITY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent and/or intentional acts of its trustees, officers, employees and agents.~~

33. **Term/Termination of Agreement.** This Agreement shall become effective on the date of the countersignature and shall continue for a period of three (3) years, and shall be renewable thereafter by mutual agreement of the Parties for a period mutually agreed to by them: provided, however, that it may be terminated earlier by either party after giving the other party not less than thirty (30) days' advance written notice of its intention to so terminate. In the event of such earlier termination, any student(s) currently participating in the clinical educational experience at CLINICAL FACILITY shall be allowed do complete his/her experience at CLINICAL FACILITY unless the parties to this Agreement mutually agree otherwise.

34. This Agreement shall be subject to periodic review by the parties as the need may arise in order to consider any amendment, alteration or change as may be mutually agreed to in writing by the SCHOOL and the CLINICAL FACILITY. Additionally, this Agreement is not legal and binding upon either party until executed by both the SCHOOL and the CLINICAL FACILITY.

35. And written notice given under this Agreement shall be sent by United States mail to each address below;

CLINICAL FACILITY:

**Natividad Medical Center
(1 original)**

Attn: Contracts Division
1441 Constitution Blvd.
Salinas, CA. 93906
aldrichk@natividad.com
Fax 831-757-2592

SCHOOL:

Vanderbilt University, a Tennessee not-for-profit corporation, in connection with its School of Nursing
(1 original)

Attn: Office of General Counsel

Address: 2100 West End Avenue

Address 2: Suite 750

City, State, Zip: Nashville, TN 37203

Email:

36. **GENERAL CONDITIONS**

- a. The Student and Preceptor shall furnish the CLINICAL FACILITY with a copy of the current license to practice in the State of California.
- b. The Student shall furnish the CLINICAL FACILITY with evidence of current immunization and other health related information as required by the CLINICAL FACILITY.
- c. The Student shall provide the CLINICAL FACILITY with documentation of current Basic Cardiac Life Support (“BCLS”) and Standard Precautions education.
- d. The parties each affirm that they do not and shall not discriminate against any employee or student on the basis of race, color, religion, age, sex, national origin, sexual orientation, or disability.

37. **Background Check.** The SCHOOL shall, in a timely manner, at the Student’s expense conduct (or have conducted) a background check on each and every student assigned to the Program. The background check for students shall include the following:

- a. Social Security Number Verification
- b. Criminal Search
- c. Employment Verification

- d. Sex Offender Registry
- e. Combined OIG/GAS Report
- f. Healthcare Sanctions Registry

Should the background check disclose adverse information as to any Student, the SCHOOL shall immediately notify the CLINICAL FACILITY.

- 38. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 39. **Integration/Modification.** This Agreement, including any exhibits, represent the entire Agreement between the County and the SCHOOL with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the SCHOOL as of the effective date of this Agreement, which is the date that the County signs the Agreement. This Agreement may be amended or modified only by an instrument in writing signed by the CLINICAL FACILITY and the SCHOOL.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, on the dates set forth below.

VANDERBILT UNIVERSITY

**COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER**

By: Mavis N. Schorn
 Mavis Schorn, PhD, APRN, CNM, CNE
 Professor and Senior Associated Dean for Academics
 School of Nursing

By: _____
 Charles R. Harris, Interim CEO
 Deputy Purchasing Agent

Date: 09/15/2021

Date: _____

Approved as to Legal Form:
 Charles J. McKee, County Counsel
~~Leslie J. Girard~~
 Deputy County Counsel

Stacy L. Seel Chief
 Date: 10/6/2021

ADDENDUM NO. 1

**TO EDUCATION AGREEMENT BY AND BETWEEN
VANDERBILT UNIVERSITY
AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PRACTICAL, CLINICAL AND NON-CLINICAL EXPERIENCE TOWARDS
SCHOOL'S FIELD EDUCATION AND/OR SERVICE LEARNING REQUIREMENTS**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Education Agreement (hereinafter "Agreement") by and between Vanderbilt University (hereinafter "SCHOOL") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "CLINICAL FACILITY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CLINICAL FACILITY and SCHOOL agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Paragraph 1 under, "RECITALS", shall be amended to:**
 1. SCHOOL is an educational institution that complies with the State of Tennessee guidelines. Students receive a Masters, Post-Masters Certificate, or Doctorate degree upon meeting the Program criteria.

- II. Paragraph 4 section b under, "DEFINITIONS", shall be amended to:**
 - b. Preceptor is the CLINICAL FACILITY employee or CLINICAL FACILITY medical or allied health staff who directly supervises and trains the Student in his/her clinical practicum.

- III. Paragraph 4 section d under, "DEFINITIONS", shall be amended to:**
 - d. Faculty Member means the professor or instructor who evaluates the Student's clinical practicum in conjunction with the Preceptor.

- IV. Paragraph 9 section c under, "The CLINICAL FACILITY shall", shall be amended to:**
 - c. In no event shall students be used by CLINICAL FACILITY to perform services in lieu of staff.

- V. Paragraph 9 section h. iii. under, “The CLINICAL FACILITY shall”, shall be amended to:**
- h. iii. Attend meetings via telephone or video conference, as appropriate, when requested by the SCHOOL or Hospital.
- VI. Paragraph 10 under, “The CLINICAL FACILITY shall”, shall be amended to:**
10. Provide emergency first aid and medical treatment for any student who becomes injured, including needle sticks, on CLINICAL FACILITY’s premises during said student’s participation in the clinical practicum at the CLINICAL FACILITY. Provide any additional medical examinations and/or other protective measures that may be required by the CLINICAL FACILITY. Except as provided herein the CLINICAL FACILITY shall have no obligation to furnish medical or surgical care to any student.
- VII. Paragraph 15 under, “SCHOOL SHALL”, shall be amended to:**
15. Designate those students who are enrolled in the Advanced Practice Nursing Program at the SCHOOL to be assigned for clinical educational experience at the CLINICAL FACILITY, in such numbers as are mutually agreed to by the parties from time to time.
- VIII. Paragraph 30, “NO THIRD PARTY RIGHTS”, shall be amended to:**
30. It is expressly agreed and understood by the parties to this Agreement that the students who take part in this program are in attendance at the CLINICAL FACILITY for educational purposes only. Without limiting the foregoing, no offer or obligation of permanent employment with the County or with any department or CLINICAL FACILITY of the County is intended or implied in any manner by this Agreement. SCHOOL’s students are not employees of either party and this shall not become entitled, by virtue of this Agreement, to any form of employee benefits or fringe benefits whatsoever, including but not limited to compensation for services, employee benefits of any and all types, including workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, or any other employee benefits, except and unless specifically set forth herein.
- IX. Paragraph 31, “INSURANCE”, shall be amended to:**
- 31. Insurance.** The SCHOOL and the CLINICAL FACILITY shall each procure and maintain in full force and effect, at its own cost and expense, General and Professional Liability insurance in the amounts of \$1,000,000 per occurrence or claim / \$3,000,000 in the aggregate; or shall self-insure its obligations under this Agreement, if permitted by law. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage.

The SCHOOL shall maintain or shall cause each Student to maintain general and professional liability, public liability and property damage insurance in the amount of \$1 Million for any single claim and a minimum of \$3 Million in the aggregate during the Student’s clinical experience. The SCHOOL shall furnish or cause its Student

participants to furnish proof of such insurance coverage prior to the beginning of the student's participation in the clinical experience practicum.

The CLINICAL FACILITY shall maintain or shall cause each Preceptor to maintain professional and general liability insurance in the amount of \$1 Million for any single occurrence or claim and a minimum of \$3 Million in the aggregate during the student's clinical experience. The CLINICAL FACILITY shall furnish or cause the Preceptor to furnish proof of such insurance coverage prior to the beginning of the student's participation in the clinical experience practicum or upon request.

X. Paragraph 32, "INDEMNIFICATION", shall be amended to:

32. Indemnification. The SCHOOL shall save harmless and indemnify the CLINICAL FACILITY, the County of Monterey, their trustees, officers, employees and agents, against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising out of the negligent acts or omissions of the SCHOOL's students.

The CLINICAL FACILITY shall save harmless and indemnify the SCHOOL, its directors, trustees, officers, employees and agents, against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising out of the negligent acts or omissions of the CLINICAL FACILITY's employees or agents.

It is the intention of SCHOOL and CLINICAL FACILITY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent acts or omissions of its trustees, officers, employees and agents.




XI. Adding Paragraph 40, "NOTICE OF CLAIMS", to include:

40. Notice of Claims. Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other Party. Further, the notified Party will have the right to investigate said incident or occurrence and the notifying Party will cooperate fully in this investigation.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER</u></p> <hr/> <p>Charles R. Harris, Interim CEO</p> <hr/> <p>Date</p> <p><u>Approved as to Legal Provisions:</u></p> <p> Chief Monterey County Deputy County Counsel</p> <p>10/6/2021</p> <hr/> <p>Date</p> <p><u>Approved as to Fiscal provisions:</u></p> <p> Monterey County Chief-Deputy Auditor-Controller</p> <p>10-12-2021</p> <hr/> <p>Date</p>	<p><u>Vanderbilt University</u></p> <hr/> <p></p> <hr/> <p>Mavis Schorn, PhD, APRN, CNM, CNE Professor and Senior Associated Dean for Academics School of Nursing</p> <p>09/15/2021</p> <hr/> <p>Date</p>
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