

AGENDA ITEM 11.(a)
MEETING DATE August 6, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: EDUCATION SERVICES AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
UNITED HEART TRAINING CENTER, FAIRFIELD,
CALIFORNIA
REQUESTED ACTION: APPROVAL

SUMMARY:

A new education services agreement between Solano Community College District and United Heart Training Center, Fairfield, California, is being presented for approval by the Governing Board. The approval of this contract benefits the international registered nursing program at Solano Community College by providing its international students with a simulation/training center in which to meet the California Board of Registered Nursing's curriculum regulations for nursing education and training.

A copy of the Agreement is available in the Office of the Superintendent-President, Office of the Dean of the School of Health Sciences, and in the Office of United Heart Training Center, Fairfield, California.

Approval is requested at this time.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$40,000 Revenue
BOT 2013-2014 Goals: #3

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maurice McKinnon, Ed.D., Interim Dean
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

July 24, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

July 24, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AMENDED – August 6, 2014

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR
EDUCATION SERVICES

This Agreement is between **United Heart Training Center, LLC** (hereinafter known as UHTC), located at 420 Executive Court North, Suite G, Fairfield, California 94534, and **Solano Community College District** (hereinafter known as SCHOOL), located at **4000 Suisun Valley Road, Fairfield, California 94534-4017**, and is effective as of May 21, 2014.

RECITALS

- A. UHTC owns and operates a simulation/training center which specializes in providing training to Healthcare Professionals and individuals requiring skills upgrade, certification, and/or remediation (the "Facility").
- B. SCHOOL is a California community college district accredited by the Accrediting Commission of Community and Junior Colleges (ACCJC) that maintains and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing (BRN)**. SCHOOL desires its students to obtain courses that fulfill BRN curriculum regulations for nursing education and training for its **International Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL'S Program use UHTC's Facility to fulfill curriculum and course requirements in accordance with standards set forth by the California BRN and to also meet ACCJC standards dealing with Contractual Relationships with Non-Regionally Accredited Organizations.

Now, therefore, the parties agree as follows:

1. SCOPE

- A. Prior to the commencement of the Project, both parties shall agree upon the enrollment period for each student. It is expected that the Project will be approximately nine (9) weeks in duration.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties prior to the beginning of the Program, and will be based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Students. SCHOOL shall complete and provide a list of proposed students that will be enrolled in the Program, including the student's name, address and telephone number prior to the beginning of the planned

education/training experience. UHTC shall regard this information as confidential, and shall use it only as a source of identification for the student.

- B. Registration and Records. Students shall submit to SCHOOL, and SCHOOL shall maintain, all personnel and academic records of the students, and shall assume shared responsibility for students.
1. SCHOOL shall provide transcripts for each student completing course requirements, listing all course work completed.
 2. SCHOOL shall notify the UHTC of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of hospital experience prior to the planned hospital experience.
 3. Upon successful completion of course work, SCHOOL shall submit documentation required by the BRN.
- C. Payment to SCHOOL. UHTC will remit 19% of all tuition fees collected from students to the SCHOOL and shall use 81% for the purpose of supporting the program, including paying District personnel, facilities use, SIM lab use, remediation and other services UHTC deems necessary for the effective functioning of the program. Similarly, should SCHOOL collect any tuition fees from students participating in the program, SCHOOL shall remit 81% of any such tuition received to UHTC.
- D. Relationships, Roles and Responsibilities.
1. Nursing Program Director employed by SCHOOL shall submit required BRN faculty approval documents to the BRN.
 2. SCHOOL shall hire qualified, BRN-approved Faculty to teach nursing theory and clinical, required to meet BRN curricular requirements.
 3. Program Coordinator. SCHOOL shall designate a Program Coordinator whose duties are reflected in the Nursing faculty Handbook.
 4. SCHOOL is responsible for and will manage the Program. The Program Coordinator and Faculty are and shall remain employees of the SCHOOL and not UHTC. Although remaining District employees, UHTC will pay the salaries of the Program Coordinator and Faculty as part of the compensation provided to UHTC under this Agreement. It is understood by the parties

hereto, however, that the operators of the simulation equipment at the Facility are UHTC employees.

- E. Selection and Supervision. Students will be selected by SCHOOL, utilizing established and agreed upon criteria. SCHOOL shall retain general responsibility for all instruction, supervision, control, evaluation, and related matters concerning student participation in the Program at UHTC, subject to such sharing of responsibility with UHTC as shall be agreed upon by UHTC and SCHOOL. Student discipline shall be the exclusive responsibility of the SCHOOL.
- F. Clinical Experience. The SCHOOL shall provide said students with supervised clinical experience. The SCHOOL shall obtain contracts from clinical hospital facilities to permit students enrolled in the Program access to the facilities in those hospitals as appropriate and necessary for the education and training of the students. While students are enrolled in the SCHOOL's program, those students shall also have access to UHTC's Facility and simulation labs, subject to the Rules and Regulations referenced in Section 4, below.
- G. Rules and Regulations. UHTC shall enforce rules and regulations governing the students while those students are in the UHTC Facility and simulation labs in addition to the SCHOOL's and Nursing program's rules.

3. UHTC RESPONSIBILITIES

- A. Tuition collection: UHTC will collect the tuition fees from the students on behalf of SCHOOL.
- B. Non-nursing related remediation (the computer skills): UHTC will provide pre-clinical remediation to students as necessary. Such remediation is outside of the scope of the Nursing program.
- C. Payroll (paying faculty and program coordinator): Prior to commencement of any given 9-week study program, SCHOOL and UHTC shall agree, in writing, on the salaries to be paid to the program coordinator and to faculty. The program coordinator and the faculty will be paid by UHTC on behalf of SCHOOL. UHTC and SCHOOL have agreed to the salaries pertaining to the current, Summer 2014, study program.
- D. Space for instruction: Space is limited to classrooms for instruction during time of instruction
- E. Simulation lab: SIM lab(s) and SIM lab operator(s) are provided by UHTC for use by summer program faculty and students. The SIM lab

operator is an employee of UHTC, and s/he shall have the ultimate authority as to the use of the simulation equipment.

- F. Accreditation. Upon request, UHTC shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional experience of the SCHOOL's students.

4. STUDENT RESPONSIBILITIES

SCHOOL shall notify the students that they are responsible for:

- A. Submitting all their personnel and academic records to the SCHOOL prior to the commencement of classes;
- B. Following the clinical and administrative policies, procedures, rules and regulations of UHTC and any hospitals under this Program;
- C. Arranging for his/her own transportation and living arrangements;
- D. Arranging for and satisfying the costs of his/her own health insurance for the period of the Program;
- E. Assuming responsibility for all necessary immunizations, tuberculin test, and annual health examination consistent with UHTC *Clinical Affiliates/Hospitals* employee health policy prior to arrival at UHTC *Clinical Affiliates/Hospitals*, and inform UHTC of any known infectious or communicable diseases;
- F. Maintaining the confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the UHTC *Clinical Affiliates/Hospitals* experience. In this regard, the discussion, transmission, or narration in any form by students of any patient information of a personal nature, medical or otherwise, which is obtained in the regular course of the Training Program, is forbidden except as a necessary part of the practical experience. Students are subject to immediate termination if inappropriate disclosure occurs;
- G. Following dress code of the UHTC and any hospitals that are part of the Program and wearing name badges identifying themselves as students;
- H. Attending an orientation of UHTC and any hospitals that are part of the program facilities provided by UHTC staff/faculty. Precepted students shall receive an orientation from the UHTC *SCHOOL* and any hospitals that are part of this Program; and,

- I. Providing services to the patients under the direct supervision of a faculty provided by UHTC *SCHOOL* or Hospital-provided preceptors that are part of this Program.
- J. Notify UHTC immediately of any violation of federal or State laws at the UHTC.
- ~~K.~~ Provide proof that drug testing has been completed and is negative for illegal substance. The student must also remain drug free at all times *while attending classes* ~~when providing patient care or other services~~ at any of the UHTC's *and Hospitals. Facilities.* Students are subject to "Reasonable Suspicion" drug testing by the UHTC, according to the standard policy of the *SCHOOL, UHTC or Hospital.* ~~UHTC SCHOOL~~ may request immediate termination of any student who does not comply with this policy. A positive drug test is also grounds for immediate and permanent removal of a student from the *SCHOOL UHTC.*

5. NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

6. STATUS OF SCHOOL AND UHTC

It is expressly agreed and understood by SCHOOL and UHTC that students under this Program are in attendance for educational purposes, and such students are not considered employees of for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

7. INDEMNIFICATION

- A. SCHOOL agrees to indemnify, defend and hold harmless, UHTC and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students.
- C. UHTC agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the UHTC, its agents or its employees.

8. INSURANCE

- A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and UHTC against liability arising from or incident to the use and operation of the UHTC by the SCHOOL's students and naming UHTC as an additional insured.
- B. UHTC's insurance is the primary insurance during class time, Other than class time the SCHOOL's insurance is primary.
- C. The SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage for its students as required by law.
- D. UHTC shall also maintain and provide evidence of workmen's compensation and disability coverage for its employees as required by law.
- E. The SCHOOL shall provide UHTC with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the UHTC of the cancellation of such insurance. The SCHOOL shall promptly notify the UHTC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- F. UHTC shall provide SCHOOL with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to SCHOOL of the cancellation of such insurance. UHTC shall promptly notify the SCHOOL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder,

9. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other party's agreeing to such a renewal, in writing, prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1. Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

2. Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

10. INDEPENDENT CONTRACTORS

- A. The parties hereby acknowledge that they are independent contractors. Neither SCHOOL nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of UHTC. Similarly, neither UHTC nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of SCHOOL. In no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder, except as otherwise indicated in Section III herein. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.
- B. Except as provided herein, each party shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of its own employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the SCHOOL and UHTC or their respective employees or agents.
- C. Employees of the SCHOOL or UHTC shall not, at any time, or in any way, be considered an employee of the other Party, nor be entitled to sick leave, vacations, retirement, or other fringe benefits from the other Party, nor shall they be entitled to overtime pay from the other Party.
- D. UHTC and SCHOOL are solely responsible for paying all necessary State or Federal tax for itself and its employees. Neither Party will make State or Federal unemployment insurance or disability insurance contributions on behalf of the other Party and/or the other Party's agents or employees. Neither Party, nor its agents or employees, shall have any property rights to any position, classification or faculty service, or have any of the rights

an employee of the other Party may otherwise have in the event of termination of this Agreement.

- E. The provisions set forth herein under this Section 10 shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Maieure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of

transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
1. Notice to the UHTC:

Yvonne Thomas, MD, MPH, FACS, CEO
United Heart Training Center
420 Executive Court North, Suite G Fairfield, CA 94534
Telephone 707.759.5968
 2. Notice to the SCHOOL:

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-4017
- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law,
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto, A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

12. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

UHTC

By: Yvonne Thomas, MD, MPH, FACS

Signature

Title:

Date:

SCHOOL

By: Jowel C. Laguerre, Ph.D.

Signature

Title: Superintendent-President

Date:

Amended 8/06/14

Amended August 6, 2014