

STUDENT PARTICIPATION AGREEMENT

For The Nursing Program - Golden West College and Allied Health Programs - Orange Coast College

This Student Participation Agreement is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a clinical experience rotation (“Clinical Rotation”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state and federal laws, rules, statutes, ordinances, regulations, policies and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of Clinical Coordinator.

2. Background Check. All students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three county felony criminal history, seven year history of a state sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District and must be completed prior to beginning the first clinical rotation. Student understands that the results of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District’s written “Background Check Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the prior written consent of the patient and healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the “Regulations”). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the

“Protected Health Information”), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student’s assignment and for which Student has been specifically authorized to review by student’s instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District’s governing board (“Board”), and each of their trustees, instructors, employees, agents and representatives from any and all liability arising out of or in connection with Student’s enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises. For the purpose of this release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student’s heirs, executors, administrators, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and representatives or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student’s failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of or damage to property that occurs to Student or to Student’s property during Student’s participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, that result from any cause, including but not limited to District’s, Board’s, College’s, or their trustees’, employees’, agents’, or representatives’ own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

Student’s Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student’s training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood borne pathogens, illness, personal injuries and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student’s participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student’s Initials _____

7. No Right to Employment/Removal. Student understands and agrees that Student’s participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a) Students entering the clinical phase of their education Shall read and familiarize Student with all the rules, regulations and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b) Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-

month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by College or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c) Any Student participating in a clinical rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d) All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Student's CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e) In programs that require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f) Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft-soled shoes are required. A nametag will be provided that must be worn at all times at Clinical Facility site. See Student's program director or clinical coordinator for specific requirements for Student's program.

g) Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h) Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 4, and the Assumption of Risk requirement in paragraph 5. Student has read and agrees to abide by and comply with all terms of this Participation Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

Dated: _____

Student

Student ID Number