

**Maine Department of Education
Career and Technical Education**

**AGREEMENT BETWEEN
LOCAL EDUCATIONAL AGENCY
and
COOPERATING HEALTH CARE FACILITY**

This **AGREEMENT**, covering the period of _____,
20____, through _____, 20____, to become effective on the
_____ day of _____, 20____, by and between
_____ located in _____, Maine,
hereinafter referred to as the **HEALTH CARE FACILITY** and
_____ located in, _____,
Maine, hereinafter referred to as **SCHOOL**.

- I. **HEALTH CARE FACILITY** agrees to:
- a. Accept _____ {number} students for a planned clinical experience at the Basic Nursing Assistant level as described in the clinical training plan of **SCHOOL** which is attached as **APPENDIX I**.
 - b. Make available to **SCHOOL**:
 1. Appropriate clinical laboratory experiences necessary to implement the educational objectives of the **SCHOOL** for the Basic Nursing Assistant level.*
 2. An area for conferences.
 3. Supplies and services at an established cost when agreed to by the coordinators appointed under Paragraph I, Section e and Paragraph II, Section c.
 - c. Maintain established standards of nursing practice.
 - d. Provide an environment conducive to student learning.
 - e. Appoint a duly authorized person to function as administrative coordinator with **SCHOOL'S** CNA program director or designee.
 - f. Orient **SCHOOL'S** faculty to **HEALTH CARE FACILITIES'** personnel policies and procedures.
 - g. Keep **SCHOOL** informed of any changes in policies or procedures that could affect **SCHOOL'S** program.
 - h. Advise its nursing staff of **SCHOOL'S** clinical experience and objectives so that its staff will be able to provide the support necessary to meet the intent of section.
 - i. Hold **SCHOOL** harmless from any legal or financial responsibility for any injury or loss of property sustained by any employee, agent or representative employed by, or otherwise affiliated with, **HEALTH CARE FACILITY** as a result of his or her

* One of these objectives is to prepare the student for obtaining the necessary certification at the Basic Nursing Assistant level and to qualify for listing on the State of Maine Registry of Certified Nursing Assistants.

** Teacher certification is required for all secondary vocational education programs.

employment or affiliation with **HEALTH CARE FACILITY**, including claims for workers' compensation, which may arise out of the performance of this agreement.

II. **SCHOOL** agrees to:

- a. Conduct an instructional program for the education of the students of the Basic Nursing Assistant level in accordance with the standards of **MAINE STATE BOARD OF NURSING** and the **MAINE DEPARTMENT OF EDUCATION**, Career and Technical Education Team.
- b. Appoint faculty members, licensed to practice professional nursing in the State of Maine and certified** to teach in the State of Maine, who shall be responsible for instructional program and the direct supervision of students during their clinical affiliation experience.
- c. Appoint the program director of designee as the duly authorized administrative coordinator to work with **HEALTH CARE FACILITY** as identified in Paragraph I, Section e.
- d. Assign Basic Nursing Assistant students to the program who meet **HEALTH CARE FACILITY** health standards without discrimination as to race, color, national origin, religion, age, sex or handicapping condition, if otherwise qualified.
- e. Require all students to have, for the duration of this agreement, health and accident insurance in the amount of \$1,000,000 and professional malpractice/liability insurance providing coverage of not less than \$1,000,000 each claim, \$3,000,000 aggregate; written evidence of insurance shall be submitted to **HEALTH CARE FACILITY** if requested by **HEALTH CARE FACILITY**.
- f. Provide **HEALTH CARE FACILITY** with clinical schedules which designate the number of students, their names, and the time and place of their assignments in advance of any student assignment.
- g. Notify **HEALTH CARE FACILITY** of any changes in the clinical plan and of any student absences, withdrawals, or changes of assignment.
- h. Advise and interpret for **HEALTH CARE FACILITY** nursing staff of the criteria used for the selection of clinical experiences for the students and plan cooperatively with the staff for providing those experiences. (The coordinators identified in this Agreement will be responsible for coordinating this process.)
- i. Appoint, upon request, faculty members as consultants or resource persons to any joint **HEALTH CARE FACILITY** and **SCHOOL** committees that may be established for cooperative planning relating to student, clinical experience in providing patient care.
- j. Require all instructors to carry professional, malpractice/liability insurance providing coverage of \$1,000,000 each claim, \$3,000,000 aggregate, for the duration of this agreement; written evidence of insurance shall be submitted to **HEALTH CARE FACILITY** if requested by **HEALTH CARE FACILITY**.
- k. Hold **HEALTH CARE FACILITY** harmless from any legal or financial responsibility for any injury or loss of property sustained by any student, instructor, coordinator, or other agent or representative employed by, or enrolled at, **SCHOOL** as a result of his or her employment or status as a student at **SCHOOL**, including claims for worker's compensation arising out of the performance of this agreement; this section will not be deemed to expand upon the limits of liability set by the

Legislature under the Maine Tort Claims Act, 14 M.R.S.A 8101, et.seq., unless it is covered by insurance.

- III. It is agreed that:
 - a. **SCHOOL** shall:
 - 1. Assume full responsibility for the educational program, and
 - 2. Notify **HEALTH CARE FACILITY** of all faculty appointments and withdrawals.
 - b. **SCHOOL** shall adhere to all policies, patterns of nursing care, and practice of **HEALTH CARE FACILITY** nursing service. Changes in the pattern of nursing practice may be mutually agreed upon by the coordinators identified in Paragraph I, Section e, and Paragraph II, Section c. **HEALTH CARE FACILITY** has the ultimate responsibility and authority for patient care.
 - c. Each party will advise the other, through its coordinators, of any changes in nursing education, care and practice.
 - d. A program advisory committee, composed of designated representatives of **HEALTH CARE FACILITY** administration and designated representatives of **SCHOOL** shall be formed as of the date of this agreement or as soon thereafter as possible to resolve issues which arise under this agreement or to resolve other problems as they arise; the committee shall meet at least _____ {once, twice, etc.) to review the operation of this agreement.
 - e. Each party shall be solely responsible for the negligence of its officers, employees, or agents involved in the program covered by this agreement to the extent authorized or recognized by Maine law.
 - f. **HEALTH CARE FACILITY** and **SCHOOL** will evaluate the effectiveness of the clinical experience provided under this agreement.
- IV. This agreement between **HEALTH CARE FACILITY** and **SCHOOL** will be reviewed annually by both parties. Both parties will be required to sign any renewal of this agreement.
- V. If either party terminates this agreement, the enrolled students' education program will be safeguarded and **SCHOOL** shall be granted the right to complete the students' clinical laboratory experience at **HEALTH CARE FACILITY** under the terms of this agreement as though it had not been terminated.
- VI. This agreement may be amended with the mutual consent of both parties. The amendments must be in writing and signed by both parties before they become effective.
- VII. If, because of unanticipated circumstances, either party is unable to fulfill the above agreements, special consideration for the necessary adjustment shall be given by both parties.

FOR HEALTH CARE FACILITY

FOR SCHOOL

Name

Administrator

Title

Instructor

Date

Date