

## INSTRUCTIONAL SERVICES AGREEMENT

This Instructional Services Agreement (**Agreement**) is made and entered into as of the last date signed below (**Execution Date**) by and between \_\_\_\_\_ (**Hospital**) and \_\_\_\_\_ (**College**). Hospital and College are sometimes referred to herein as a “Party” or, collectively, as the “Parties.”

### RECITALS:

- A. Hospital owns and operates an acute care hospital facility located in \_\_\_\_\_, California and has experienced healthcare staff that can provide teaching services related to healthcare.
- B. College is offering a healthcare class \_\_\_\_\_ approved by the state Chancellor’s Office and is part of the state approved program. This course helps students achieve proficiency in advance systems head-to-toe assessments focusing on \_\_\_\_\_ cases (**College Course**) and desires Hospital to supply an experienced healthcare employee to teach the College Course. College Course will be composed of both instructional and lab classes.
- C. Hospital desires to support College and future healthcare providers by offering \_\_\_\_\_, a Registered Nurse meeting minimum qualifications for College instructors teaching this course. \_\_\_\_\_ (**Hospital Employee**) is experienced in \_\_\_\_\_ care and will provide classroom and lab preparation and instructions to participants of the College Course (**Instructional Services**).
- D. It is understood by the College and Hospital that this Agreement is made and entered into as a result of a current urgent need under extraordinary circumstances and is not precedent setting nor a permanent solution to this healthcare class instructional assignment.

### THE PARTIES AGREE AS FOLLOWS:

#### Article I – Instructional Services

##### 1.1 Instructional Services

Hospital will ensure Hospital Employee is available to provide Instructional Services to participants in the College Course as follows:

- a. Hospital Employee will be available to prep for and provide classroom instruction and lab classes up to a maximum of \_\_\_\_\_ (XX) hours per week and is limited to \_\_\_\_\_ total hours for the \_\_\_\_\_ semester.
- b. Classroom instruction will be conducted on every \_\_\_\_\_ and \_\_\_\_\_ during the term of the Agreement from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

- c. The College Course is open to all admitted students who meet any approved prerequisites. The Hospital and College certify they do not receive full compensation from another source for the direct education costs for conducting the College Course.

1.2 Time Report

Hospital Employee shall maintain and submit to College monthly time reports that provide a true and accurate accounting of time spent on a daily basis providing Instructional Services. In addition to the Instructional Services, Hospital Employee will record time attending the Workshop as outlined in this Agreement. Such time report shall be substantiated in the form attached as Exhibit 1.3. Hospital shall submit all time reports to College no later than the 10<sup>th</sup> day of each month for Instructional Services provided by the Hospital Employee during the immediately preceding month.

**Article II – Responsibilities and Duties**

2.1 Hospital Responsibilities

- a. Shall ensure Hospital Employee is made available to provide the Instructional Services.
- b. Shall ensure Hospital Employee is duly licensed and qualified to practice as a Registered Nurse in the State of California.
- c. Shall ensure Hospital Employee maintains a current license.
- d. Shall ensure Hospital Employee complies with College policies, rules, and regulations applicable to the College Course.

2.2 College Responsibilities

- a. Shall collaborate with Hospital Employee to provide Instructional Services specific to need of the College Course.
- b. Shall provide the room and equipment needed to present the Instructional Services.
- c. Shall enroll all students participating in the College Course.
- d. Shall reimburse Hospital according to this Agreement.

**Article III – Control of Hospital Employee**

3.1 Control of Hospital Employee

- a. This Agreement sets forth services to be provided by Hospital and standards to be satisfied, but does not create the relationship of an employer and employee as between College and the Hospital Employee. Hospital Employee shall be and remain an employee of Hospital and may be disciplined, transferred, or discharged only by Hospital

- b. The foregoing notwithstanding, College shall supervise, control and direct the Hospital Employee with regards to all Instructional Services performed on behalf of College for the College Course. College shall have no authority to discipline Hospital Employee, but may consult with Hospital regarding the discipline of the Hospital Employee and shall report any professional, technical, or other deficiencies in such Hospital Employee's performance. College shall inform Hospital of any dissatisfaction with the Hospital Employee's services and agrees to cooperate with Hospital to address and remedy any problems with Hospital Employee.
- c. Neither Hospital nor College shall represent to any party that the Hospital Employee is an employee of the College.

3.2 Employee Benefits

Hospital shall be solely responsible for establishing, offering, and paying for employee benefits, if any, for the Hospital Employee, including, without limitation, health insurance, pension and retirement plans, and paid time off. Hospital shall communicate to the Hospital Employee in writing that:

- a. The Hospital Employee is being released to College and that the Hospital Employee shall remain an employee of Hospital.
- b. The College has no obligation to pay any compensation or provide any form of employment benefits to the Hospital Employee.
- c. The Hospital Employee shall look solely to Hospital for all compensation and benefits earned for providing services to the College.

3.3 Payroll Taxes and Workers' Compensation

Hospital shall pay all applicable federal, state, and local payroll taxes, and such other deductions as are required by law, and shall provide Workers' Compensation insurance for the Hospital Employee. College shall have no obligation to pay such sums to Hospital, Hospital Employee, or federal, state, and local agencies. If College is required to pay any such sums, Hospital will reimburse College within thirty (30) days of any such payments.

- a. The foregoing notwithstanding, College shall be responsible and retain liability for, and shall pay or reimburse Hospital for, all uninsured Workers' Compensation benefits (including weekly benefits, medical and rehabilitation expenses, and any other expenses or obligations) paid by Hospital on account of any injuries, illnesses, or other conditions of the Hospital Employee that occur while such Hospital Employee performed services at the College campus or otherwise on behalf of the College. For purposes hereof, an injury, illness, or other condition is considered to have occurred as of the date determined by the California Workers' Compensation Board.

- 3.4 Vacation, Holidays, Sick Leave, Etc.  
Hospital Employee's vacation days, sick leave, and all other leaves of absence shall be (or continue to be) administered in accordance with Hospital's policies, procedures, and programs applicable to Hospital Employee.
- 3.5 Confidentiality  
Each Party agrees to hold the other's privileged information in confidence and to not disclose such confidential information without the prior approval of the other Party.
- 3.6 Insurance  
Each party shall secure and maintain in effect at its own expense programs of insurance and/or self-insurance to cover bodily injury, personal injury, and property damage liability resulting from their acts, errors or omissions in the performance of this agreement.
- 3.7 Indemnification  
The Parties hereto agree to defend, indemnify, and hold one another, their officers, employees, and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, and agents.

**Article IV – Compensation**

- 4.1 Compensation
  - a. For each hour of Instructional Services provided by Hospital Employee and for each hour Hospital Employee attends an Instructional Workshop, College shall pay to Hospital the hourly rate of \_\_\_\_\_ (\$XX) per hour (**Compensation**).
  - b. Hospital shall submit all time reports to College no later than the 10<sup>th</sup> day of each month for Instructional Services provided by the Hospital Employee during the immediately preceding month. College shall pay to Hospital the amounts described above within 14 days of receipt by College of such monthly report from Hospital.
- 4.2 Remit Address  
College shall remit payment to Hospital at address below unless notified in writing of new address:

Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4.3 Late Charges

College acknowledges that late payment of the Compensation and any other amounts due under this Agreement will cause Hospital to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Accordingly, if the Compensation is not received within 10 business days following the due date, College shall pay to Hospital a late charge equal to ten percent (10%) of the overdue amount. The Parties agree that the late charge represents a fair and reasonable estimate of the costs Hospital will incur because of late payment.

4.4 Payment of the Hospital Employee

All compensation payments to be made by the College under this Agreement shall be paid to Hospital and Hospital shall be solely responsible for compensating the Hospital Employee.

**Article V – Term and Amendment(s)**

5.1 Term

The term of this Agreement shall be from the Execution Date to conclusion of the College Course on or around \_\_\_\_\_.

5.2 Amendment(s)

This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and attached to this Agreement.

**Article VI – General Provisions**

6.1 Assignment

College shall not assign or transfer this Agreement or any rights in this Agreement, or sublease the Hospital Employee to any third party.

6.2 Attorney's Fees

If either Party bring an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorney's fees and costs actually incurred in bringing such action.

6.3 Compliance with Laws

The Parties shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments, including without limitation laws that require College to disclose any economic interest or relationship with Hospital.

6.4 Confidentiality of Agreement Terms

Neither Party shall disclose any of the terms of this Agreement to any person or entity (other than its attorneys, consultants, or accountants) without the prior written consent of the other Party, unless and only to the extent such disclosure is required by law.

6.5 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.6 Dispute Resolution

In the event of any controversy or dispute related to or arising out of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within five (5) business days of notice of the controversy or dispute, the Parties agree to waive their rights, if any, to a jury trial and pre-trial discovery, and to submit the controversy or dispute to arbitration, which shall be conducted in \_\_\_\_\_ County in the State of California. The Parties shall select the arbitrator within 10 days after the end of the five (5) day period referenced in the foregoing sentence. If the Parties are unable to agree on an arbitrator, either Party may petition the American Arbitration Association (the **Arbitration Company**) for the appointment of an arbitrator according to the procedures for such appointment provided under the Arbitration Company's rules for commercial arbitration. The arbitration shall commence within a reasonable time after the claim, dispute, or the matter in question as arisen, and in no event shall it commence after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matters in question would be barred by the applicable statute of limitations. The arbitration shall be conducted in a summary manner upon written briefs of the Parties if the arbitrator believes that such summary procedure will be adequate to resolve all contested issues fairly. The Parties shall submit their briefs to the arbitrator within 15 days following selection of the arbitrator. The arbitrator shall not be required to observe or carry out formalities or usual procedures such as pleadings or discovery or the strict rules of evidence. The arbitrator shall decide all matters submitted to him or her within 21 days following the arbitrator's receipt of briefs or conclusion of any necessary hearings. The Parties reserve the right to contest the arbitrator's decision and to appeal any award. This agreement to arbitrate shall be specifically enforceable.

6.7 Entire Agreement

This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings, or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

6.8 Exhibits

The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.9 Force Majeure

Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, hurricanes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

6.10 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

6.11 Headings

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.12 Meaning of Certain Words

Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa.

6.13 No Third-Party Beneficiary Rights

The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation, or entity other than the Parties.

6.14 Severability

If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.15 Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

6.16 Notices

All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally, or sent by United State mail; or sent by email. Notices shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent as specified below.

If to Hospital, addressed to:

If to College, addressed to:

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Phone \_\_\_\_\_

\_\_\_\_\_  
Phone \_\_\_\_\_

The Parties have executed this Agreement as of the last date signed below, and signify their agreement with duly authorized signatures.

**HOSPITAL**

**COLLEGE**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**HOSPITAL EMPLOYEE**

By \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_