

CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN COVENANT
COURTYARD LLC DBA COURTYARD HEALTHCARE CENTER AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The purpose of this agreement is to enable Davis Adult and Community Education (DACE) and Courtyard Healthcare Center to provide Certified Nursing Assistant (CNA) training to adult students. The student who are enrolled in the DACE Nursing Program will use the Courtyard clinical facilities for their clinical experience. The term of this agreement is from November 1, 2018 to June 30, 2019.



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (MOU) is entered into between Davis Adult and Community Education (DACE) and Covenant Courtyard LLC dba Courtyard Healthcare Center.

PURPOSE: The purpose of this MOU is to enable DACE and Courtyard Healthcare Center to provide Certified Nursing Assistant (CNA) training to adult students.

It is to the mutual benefit of the parties hereto that all students who enrolled in the Davis Adult and Community Education Nursing Program use the clinical facilities of the Courtyard Healthcare Center for their clinical experience.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in Education Code § 52300 et seq, and Davis Joint Unified School District (DJUSD) that is authorized by law to maintain and does maintain an adult education Certified Nursing Assistant (CNA) training program, which has been approved by the DJUSD Board of Education, California Department of Education and the Department of Health Services.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for the period of November 1, 2018, through June 30, 2019.

SCOPE OF SERVICES:

Courtyard Healthcare Center shall:

- A. COURTYARD HEALTHCARE CENTER shall maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the program requirements of the state and federal laws to the extent said program requirements do not, in the opinion of COURTYARD HEALTHCARE CENTER, interfere with patient care.
- B. COURTYARD HEALTHCARE CENTER shall provide training stations for said students furnished by COURTYARD HEALTHCARE CENTER who are eligible to participate in the training program and who are qualified and acceptable to the COURTYARD HEALTHCARE CENTER as determined by its administrator. COURTYARD HEALTHCARE CENTER may reject students who are not qualified, or are otherwise not acceptable, and may reject the services of any student when COURTYARD HEALTHCARE CENTER determines that no suitable stations are available.
- C. COURTYARD HEALTHCARE CENTER may terminate the services of any student hereunder if the student does not perform satisfactorily or if DACE determines at any time that no suitable training station is available. COURTYARD HEALTHCARE CENTER will advise DACE in writing the reasons for such refusal.
- D. COURTYARD HEALTHCARE CENTER shall not compensate students for training services provided hereunder, and students performing services for COURTYARD HEALTHCARE CENTER hereunder shall not be considered employees of COURTYARD HEALTHCARE CENTER.

- E. COURTYARD HEALTHCARE CENTER may permit COURTYARD HEALTHCARE CENTER staffs to participate in the instructional phase of the clinical experience and to attend meetings of the DACE faculty, or any committee thereof.
- F. COURTYARD HEALTHCARE CENTER shall not decrease the number of its staff as a result of the assignment of students.

Davis Adult and Community Education (DACE) and Courtyard Healthcare Center shall:

- A. Assign students performing training services hereunder to training stations providing experience consistent with the purposes of the training program.
- B. Instruct students as to COURTYARD HEALTHCARE CENTER's rules and regulations to be adhered to while performing training services hereunder.
- C. Provide adequate supervision to ensure a planned program of job training activities in order that assigned students may receive maximum educational benefits.
- D. Maintain accurate records of the student's attendance at his/her training station.
- E. DACE and COURTYARD HEALTHCARE CENTER shall work together to ensure that all students and instructors have received proper testing for TB, possess or obtain current CPR and First Aid, required HIPPA training, and necessary criminal clearances, as required for staff and volunteers within a California Skilled Nursing Facility.

Davis Adult and Community Education shall:

- A. Davis Adult and Community Education shall be responsible for the program in its entirety, including teaching of theory and clinical training and supervision. Supervise all instruction and clinical nursing experience given at COURTYARD HEALTHCARE CENTER to the assigned students and provide the necessary qualified nursing instructor(s) who will evaluate each student's knowledge for both theory and clinical skills.
- B. Designate the students who are enrolled in the Certified Nursing Assistant program of the DACE to be assigned for clinical experience at COURTYARD HEALTHCARE CENTER in such numbers as are mutually agreed to by both parties.
- C. Keep all attendance and academic records of students participating in said program, and report annually to the COURTYARD HEALTHCARE CENTER administrator the number of types of students receiving clinical experience at COURTYARD HEALTHCARE CENTER.
- D. No student shall be denied participation in the DACE program by either DACE or COURTYARD HEALTHCARE CENTER because of race, color, religion, sex, sexual orientation or national origin.
- F. Certify to COURTYARD HEALTHCARE CENTER at the time each student first reports at COURTYARD HEALTHCARE CENTER to participate in said program that said student is free from infectious and communicable diseases and has had such immunizations as required by COURTYARD HEALTHCARE CENTER.
- G. Be responsible for student professional activities and conduct while in the COURTYARD HEALTHCARE CENTER.
- H. Certified Nursing Assistant instructor to notify COURTYARD HEALTHCARE CENTER in advance of:
 - 1. Student clinical experience schedules
 - 2. Changes in clinical assignments

INSURANCE:

During the term of this MOU, DJUSD shall provide to COURTYARD HEALTHCARE CENTER, and COURTYARD HEALTHCARE CENTER shall provide to DJUSD, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 Aggregate and \$1,000,000 per occurrence. DJUSD shall also provide COURTYARD HEALTHCARE CENTER, and COURTYARD HEALTHCARE CENTER shall also provide DJUSD, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by DJUSD or COURTYARD HEALTHCARE CENTER shall be excess and noncontributory." Any and all insurance coverage may be provided by a COURTYARD HEALTHCARE CENTER Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless COURTYARD HEALTHCARE CENTER and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees.
- B. Insofar as permitted by law, COURTYARD HEALTHCARE CENTER shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of COURTYARD HEALTHCARE CENTER, its officers, agents, or employees.
- C. It is the intent of DACE and COURTYARD HEALTHCARE CENTER that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. DACE and COURTYARD HEALTHCARE CENTER agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. DACE and COURTYARD HEALTHCARE CENTER further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party; any such suspension shall not extend the term of this MOU.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To DAS: Davis Adult and Community Education
 315 W 14th Street
 Davis CA 95616

To CHC: Courtyard Healthcare Center
 1850 E. Eighth St.
 Davis Ca 95616

INTEGRATION:

October 10, 2018

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This MOU represents the entire and integrate agreement between DACE and COURTYARD HEALTHCARE CENTER, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of DACE and COURTYARD HEALTHCARE CENTER.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, DACE and COURTYARD HEALTHCARE CENTER have executed this MOU as of the date first above written.

DAVIS ADULT AND COMMUNITY EDUCATION

UNIVERSITY RETIREMENT COMMUNITY

Grace Sauser
Principal
Davis Adult and Community Education

Jeremy Pantovich
Executive Director
Courtyard Healthcare Center, Davis

Date

Date

Bruce Colby
Chief Business Operations Officer
Davis Joint Unified School District

Date