

COVID-19 Safety Plan and Assumption of Risk for Experiential Learning Activities

Student Name _____

Date _____

Program _____

Preamble:

Federal Mandate

As of: September 29, 2021

The Centers for Medicare & Medicaid Services (CMS) is taking action to require COVID-19 vaccinations for workers in most health care settings that receive Medicare or Medicaid reimbursement, including but not limited to hospitals, dialysis facilities, ambulatory surgical settings, and home health agencies. This action builds on the vaccination requirement for nursing facilities recently announced by CMS, and will apply to nursing home staff as well as staff in hospitals and other CMS-regulated settings, including clinical staff, individuals providing services under arrangements, volunteers, and staff who are not involved in direct patient, resident, or client care. These requirements will apply to approximately 50,000 providers and cover a majority of health care workers across the country. Some facilities and states have begun to adopt hospital staff or health care sector vaccination mandates. This action will create a consistent standard across the country, while giving patients assurance of the vaccination status of those delivering care.

Reference: <https://www.whitehouse.gov/covidplan/#vaccinate>

Students in Regis University's Rueckert-Hartman College for Health Professions ("RHCHP") are enrolled in courses necessary for graduation, licensure, certification and/or accreditation that require participation in **experiential learning**. These may include, but not limited to: clinical placements, internships, practicals, service learning, community based research, consultancy, direct service, advocacy, personal interviews, volunteerism, and/or field trips that give them the opportunity to apply what they have learned to real community situations to further develop their knowledge and skills; and for practical application of classroom instruction in a clinical and community environment.

Participation in experiential learning activities involves inherent hazards and risks. Inherent risk means a danger, hazard, or condition which is an integral part of an activity that cannot be eliminated by the exercise of reasonable care. There are inherent, potential health risks

associated with educational experience in the community environment; these risks remain and/or may be increased as they relate specifically to the ongoing COVID-19 pandemic. This document outlines information, guidelines, and protocols for experiential learning activities; including risk and protocol related to the COVID-19 pandemic.

RHCHP continues to follow the recommendations of the CDC, and the required experiential learning site policies and guidelines, for the safety of our students and faculty. We are committed to providing our students the best possible experiential learning activities under the current circumstances and have partnered with partner sites to provide the following safety plan.

This safety plan is effective immediately for students re-entering/entering experiential learning activities. Students will be responsible for abiding by the following instructions or their experiential learning placement may be terminated.

As a health care provider, students have an ethical obligation to maintain and provide the highest standards of care and ensure the health and safety of patients, clients, participants, and community members.

Student Responsibilities While in Experiential Learning Activities:

A. Experiential Learning Site Policies and Guidelines

- a) Students must understand the current safety guidelines and expectations of each experiential learning site. Students are required to comply with the guidelines and policies of their site(s) during the duration of the placement(s). Including but not limited to: COVID-19 vaccination(s), notification of illness, COVID-19 testing, self-quarantine, and/or isolation policies. Note: Policies and guidelines may change on an ongoing basis. It is incumbent on the student to seek out the information as needed/necessary.
- b) Students must read, understand and follow the current CDC guidelines for keeping themselves safe when working in experiential learning activities.
- c) If a site provides protocols and guidelines for in-person work related to COVID-19 and these differ from the CDC, federal, state, local, and/or Regis guidelines (including but not limited to: social distancing; hand washing; donning, doffing, and reusing PPE; etc.) in such a way that the student feels unsafe and/or the student is experiencing pressure from a site to follow a less rigorous protocol, the student should reach out to the experiential learning point of contact in their school, division, or program by following established procedures for addressing impasses with a site or site supervisor.
- d) Students in the clinical setting may be assigned to treat COVID positive patients. In these circumstances, students will have appropriate PPE and will follow all facility guidelines and procedures that are in place to protect healthcare workers.

B. Response to Symptoms

- a) If a student experiences an increase of temperature and/or the presence of any of the following symptoms: cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, new loss of taste or smell, nausea, vomiting, or diarrhea, the student must immediately:

- i. Refrain from entering the experiential learning setting for any reason until approved by the site coordinator.
 - b) Based on site policy and RHCHP school, division, and/or program specific policy for reporting illness, the student is to notify the experiential learning supervisor and faculty coordinator/advisor of missed workdays. Failure of a student to remove themselves from experiential learning activities when having the aforementioned symptoms could result in dismissal from the program. Students should follow recommended testing guidelines in the geographic region where they are currently residing during the experiential learning activity.
 - c) Students will be able to return to the experiential learning setting when they have met the site's return to work policy or guidelines. Students should follow CDC guidelines for self-quarantine and symptom monitoring.
 - d) Financial expenses due to illness or need for testing will occur at the student expense and/or using personal health insurance (based on insurance coverage).
- C. COVID-19 Exposure Monitoring
- a) When students are required to quarantine due to a positive COVID-19 test; site policy or guidelines; and/or local, state, or federal laws, each program will determine the best available solution to complete course requirements based upon accreditation, licensing, state, and graduation requirements.
 - b) Students who travel nationally or internationally related to educational/experiential learning will be required to follow Regis University, state and country restrictions. Travel impacted by COVID-19 related concerns, will be handled by the specific program on a case to case basis.
- D. Experiential Learning Cancellations and Incompletes
- a) Experiential learning placements are decided upon by clinical sites, RHCHP staff/faculty, and others; each Regis program will work with sites to find alternative placements, if available, and/or alternative activities if scheduled placements are cancelled. If alternative activities are not available, each program will decide on the best available solution based upon accreditation, licensing, state, and graduation requirements.
 - b) COVID-19 vaccine exemptions are approved by Regis University for participation in campus activities. Experiential learning settings may not accept COVID-19 vaccine exemptions of any kind including medical, personal, religious, etc.
 - c) Experiential learning settings may require additional documentation of COVID-19 vaccine exemptions and may choose to approve or decline experiential learning based on the site's review of COVID-19 vaccine exempt documentation.
 - d) Experiential learning settings may require additional personal protective equipment (PPE) and COVID-19 testing on a weekly or bi-weekly basis for students with COVID-19 vaccine exemptions. Students may be responsible for costs associated with additional testing or PPE.
 - e) A cancellation or inability to arrange an experiential learning setting related to COVID-19 vaccine exempt status could occur and result in a change in experiential site location, missed clinic days, change of patient care classification, a delay in graduation, or potentially the inability to complete the program requirements.
 - f) Experiential learning placements may require additional COVID-19 vaccines, such as annual vaccines, or a third COVID-19 vaccine injection, i.e., COVID-19 booster.

- g) Experiential learning placements can change their policies at any time without notification to Regis University.
- h) Student hours/incompletes
 - i. Students are responsible for the hours required to meet the standards and objectives of the experiential learning.
 - ii. If a student is unable to complete the hours due to site changes/modifications, they should contact the school and experiential learning faculty/staff of their program immediately to create the plan for completing hours.
 - iii. Failure to notify the school/program about incomplete hours, could result in a failure/incomplete of the course and impact graduation requirements.

Assumption of Risk:

1. I acknowledge that participating in experiential learning activities involves inherent hazards and risks to me and my property and I hereby personally assume all such risks. I also acknowledge that while participating in experiential learning activities, it is my responsibility to take every practical precaution to ensure my personal safety and the protection of my personal property.
2. While involved in experiential learning activities, I will: (a) conduct myself professionally at all times, knowing that people will associate me and my behavior with my program, Regis University, and RHCHP; (b) comply with all applicable local, state, and federal laws and regulations; (c) comply with the site's policies, regulations, guidelines, and procedures, including, without limitation, those pertaining to the COVID-19 pandemic, professionalism, safety, and the confidentiality of the records and information maintained by the site/organization.
3. In consideration of participating in experiential learning activities, on behalf of myself, my family, my heirs, my assigns, I (herein collectively and individually referred to as "Releasors") hereby indemnify, hold harmless, and waive and release from liability, and agree not to sue Regis University, its trustees, officers, employees, agents, contractors, and suppliers (hereinafter collectively and individually referred to as "Releasees") now and forever for any and all claims, causes of action, and damages I may have which arise out of my participation in this activity, whether or not the claims, causes of action or damages are the result of the university's own negligence.
4. In connection with the risks of personal injury I am assuming under this Agreement, I may need to rely on my own personal health insurance policy to cover the costs of medical care and treatment.
5. If I should use my personal vehicle for my transportation or the transportation of others while engaged in the experiential learning activities, I agree to have in effect at that time my own automobile insurance policy with all coverages as required by law, and that such insurance will serve as the primary coverages in the event of any claim.
6. I have read this *COVID-19 Safety Plan and Assumption of Risk for Experiential Learning Activities* in its entirety and understand its contents. I also understand that the terms of this

Agreement are contractual and not a mere recital, and that by signing it I am voluntarily surrendering certain legal rights and agreeing to all of its terms and conditions

7. Immunization exemptions will make you compliant with RHCHP; however, if your clinical/practicum site does not allow exemptions, then you may not be able to complete your program. IN THE EVENT OF AN OUTBREAK, EXEMPTED PERSONS MAY BE SUBJECT TO EXCLUSION FROM COURSES & QUARANTINED.

Student's Signature: _____

Student's Printed Name: _____

Date: _____