

**Proposal for Clinical Field Placement Safety Review**  
**San Francisco State University**  
**June 12, 2020**

The following proposal outlines a process to insure that SFSU students a) participate in field placements that comply with health and safety protocols and b) receive academic and health and safety information necessary to make an informed decision about their voluntary participation. This proposal was developed through a joint collaboration of the following individuals and units:

Alvin Alvarez, College of Health & Social Sciences  
Michael Beatty, Enterprise Risk Management  
John Elia, College of Health & Social Sciences  
Alison Kleaver, University Counsel  
Marc Majewski, Environment, Health & Safety  
Jay Orendorff, Business Operations  
Michael Scott, Office of Research and Sponsored Programs  
Lori Beth Way, Division of Undergraduate Education and Academic Planning  
Rabea Woerthwein-Mack, Procurement & Support Services

This proposal is based on procedures developed by the Department of Academic Programs, Innovations and Faculty Development at the Chancellor's Office and the guidance of Systemwide Risk Management and the University Counsel. Specifically, this proposal adheres to the Parameters for CSU Clinical Placements during COVID-19 developed by the Chancellor's Office (See Appendix A). In compliance with CO parameters, the proposal: a) outlines three health and safety criteria, b) requires written verification of compliance, c) stipulates that student participation is voluntary, d) provides advising to each student and e) requires a signed waiver from each student. The signed waiver – the COVID-19 Release of Liability Form – was also developed by the Chancellor's Office (See Appendix B).

All steps in this process must be fulfilled before students are permitted to begin their field placements.

Details of the review process and accompanying appendices are provided below.

## San Francisco State University Clinical Field Placement Review

- **Site Verification:** Department Chairs and/or Field Placement Coordinators will contact representatives of each field placement site to verify the following three criteria below are fulfilled. This site verification is an interim measure to allow students to begin their field placements while institutional contracts are revised and renegotiated. The criteria are as follows:
  - **Personal Protective Equipment:** Facility staff, SFSU faculty and students are being provided or have access to the necessary personal protective equipment (PPE) in accordance with Cal/OSHA Interim Guidance on COVID-19 for Health Care Facilities.
  - **Preventive Measures:** Measures to prevent or reduce infection hazards have been implemented, such as those pursuant to the CDC Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19).
  - **Physical Distancing & Cleaning:** The facility follows CDC Guidelines regarding recommendations for physical distancing, methods of minimizing exposure and performing routine environmental cleaning.
- **Field Site Representatives:** Acceptable field placement site representatives may include clinical preceptors, field supervisors, directors of clinical training or education, directors of the specific field placement site, directors of the institution as a whole or their designees.
- **Written Confirmation:** Written confirmation that the facility has met all three criteria is required. A template for this confirmation is provided in Appendix C.
  - Email verification from a facility-based email account is acceptable and is to be sent to the pertinent SFSU Department, Program or School
  - Verification will be retained by the relevant SFSU Department, Program, or School.
- **Advising:** All students will be provided with academic advising and information about health risks necessary to make informed decisions about starting field placements.
- **Voluntary:** Field placements are voluntary, and students have the opportunity to opt out without penalty. This may result in a deferral of field placement to a later date or the assignment of an incomplete grade or report delayed if a placement is not finished.
- **Student Waiver:**
  - All students must review, sign and submit the Chancellor's COVID-19 Release of Liability Form prior to the start of their field placements. Electronic signatures will be accepted if the COVID-19 Release of Liability Form is sent from an @mail.sfsu.edu account.
  - COVID-19 Release of Liability Form and transmitting email are submitted and retained by the relevant SFSU Department, Program, or School in compliance with SFSU record retention policies. COVID-19 Release of Liability Form must be stored for at least three years after an activity ends.

COVID-19 Release of Liability Form signed by a parent or guardian on behalf of a minor must be retained for at least three years after an activity ends or until the minor turns twenty.

- **Learning Objectives:** The SFSU Department, Program or School and its faculty are responsible for insuring that the learning objectives, clinical competencies, and assignments of the course are accomplished and consistent with academic and regulatory requirements.

## Appendix A

### **Parameters for CSU Clinical Placements during COVID-19**

Throughout this unprecedented global public health crisis, obtaining the clinical placements required for students to complete licensure and/or certification requirements has been a challenge. Numerous healthcare facilities have cancelled or postponed clinical experiences due to the lack of capacity and personal protective equipment. While most of the focus has been on CSU nursing programs, allied health programs in physical therapy, occupational therapy, athletic training and dietetics – to name but a few – have also been impacted.

To provide some relief to nursing students and to help them maintain their progress to degree, on April 3, 2020, the Department of Consumer Affairs, on behalf of the Board of Registered Nursing, temporarily reduced the percentage of nursing clinical practice hours required in direct patient care from 75 percent to 50 percent; the remainder can be completed through simulation. However, for some of our nursing students, this flexibility will still be insufficient to help them complete the clinical practice hours needed for graduation this spring.

As the COVID-19 crisis has evolved over the past month, some hospitals, clinics, medical facilities, businesses and other health-related sites throughout the state are once again allowing students to continue their academic learning in a clinical setting, albeit on a limited basis. The California Community Colleges (CCC) has not made a systemwide decision on students returning to nursing clinical placements, but rather is leaving the decision to individual CCC programs; some are restarting their clinical placements. University of California nursing students were also removed from their placements in early March. However, some nursing students at UCLA were hired by Cedars-Sinai hospital, where they have been assigned a registered nurse preceptor, or mentor. At the UC Davis Betty Irene Moore School of Nursing, students were in exams when the majority of displacements happened. Their subsequent quarter has started with students working as usual in clinical settings. Private universities in the state are asking nursing students to sign waivers before re-entering clinical placements.

This document is intended to provide parameters to inform CSU campus decisions regarding whether and under what circumstances to allow nursing and allied health students to continue their academic learning in a clinical setting on a voluntary basis. These parameters are based on guidance provided by the California Department of Public Health definition of “essential activities” and recommended safety precautions for essential workers. Parameters can only be applied to facilities that are open and operational at this time – despite the state Safer at Home mandate – solely because they serve an essential function.

The president and senior leadership at each campus should make any decision on allowing programs, faculty and students to continue clinical course work, and they should carefully document their analysis. The following components should be considered in the decision-making process:

### **Facilities Safety Precautions**

In all placements, whether or not there is patient contact, it is important to assess health risks for faculty and students associated with the clinical assignments. As personal risk may be involved,

to the extent practical, it should be confirmed and verified that the administrators of any facility allowing clinical experiences are taking the necessary safety precautions for all parties involved. This includes, but is not limited to, confirming that:

- Facility staff, campus faculty and students are being provided or have access to the necessary personal protective equipment in accordance with [Cal/OSHA Interim Guidance on COVID-19 for Health Care Facilities](#).
- Measures to prevent or reduce infection hazards have been implemented, such as those pursuant to the [CDC Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#).
- The facility follows [CDC Guidelines](#) regarding recommendations for physical distancing, methods of minimizing exposure and performing routine environmental cleaning.

### **Capacity to Fulfill Clinical/Learning Objectives**

In placements where students are allowed to continue their clinical training, it is important to identify whether academic objectives can be accomplished. This includes:

- Proper supervision and evaluation of clinical objectives/assignments through faculty supervision of an RN preceptor, or assigned or coordinated supervision.
- The continued progression of a student's learning objectives in relation to standards and curriculum.
- The facilities' capacity to allow rotations in accordance with academic and regulatory requirements.

*Note: Students at a facility who fulfill a role that is outside their field of study or who are being utilized for additional capacity support—including those who volunteer as private citizens—are not considered to be a participant in clinical education.*

If facilities meet or exceed all of the above-listed components, voluntary placements for students should be considered. The CSU recognizes that, in some instances, students will choose not to participate in a clinical environment because of personal risk. Students may make this choice freely, and they are not required to provide the faculty or staff with any reasoning or justification. A student who has not yet begun the course that includes the clinical placement may defer enrollment until the earliest possible time. If a student has begun the course that includes clinical placement, and is unable to complete the academic term, the student should receive a grade of incomplete and be able to continue their clinical coursework at the earliest possible time during the next academic term. Students who seek participation in a clinical placement should be given information about the risks and sign a waiver, provided by the campus nursing or appropriate allied health program director, acknowledging and accepting these risks.

## **Appendix B**

### **COVID-19 RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PROMISE NOT TO SUE**

**Activity:** NURSING STUDENTS -- ONSITE CLINICAL TRAINING

**Term of Activity:**

**Activity Location:**

In connection with the fulfillment of STUDENT's clinical requirement, STUDENT was offered the option of (a) delaying clinical training during the COVID-19 pandemic; (b) clinical training conducted virtually or online if permitted by licensing or accrediting bodies; or (c) clinical training conducted onsite at a health care facility.

STUDENT has voluntarily elected to participate in clinical training conducted onsite at a health care facility (hereinafter referred to as the "ACTIVITY"). STUDENT is free to opt out of ACTIVITY at any time and inform the University of that decision.

### **DISCLOSURES**

In electing the ACTIVITY, STUDENT understands, recognizes and has taken into account the following:

- The ACTIVITY requires and involves direct contact, including physical contact, with patients, or other individuals present at the facility. Virtual or online clinical training does not require or involve such direct contact.
- Since in or about January 2020, there has existed and continues to exist a nationwide pandemic commonly referred to as the COVID-19 pandemic.
- COVID-19 is highly contagious, and capable of widespread person-to-person transmission.
- During the ACTIVITY, STUDENT may come into direct or close contact with patients or other individuals at the facility who have contracted COVID-19 or who might otherwise be contagious.
- During the ACTIVITY, STUDENT may be exposed to and/or contract COVID-19.
- There is and can be no guarantee that STUDENT will not be exposed to or contract COVID-19 during the ACTIVITY.
- [CAMPUS/Department] makes no representations and can give no assurances about the degree to which STUDENT may be exposed to COVID-19 during the ACTIVITY.

- [CAMPUS /Department] makes no representations and can give no assurances about the risk or probability that STUDENT may contract or transmit COVID-19 during the ACTIVITY.
- [CAMPUS/Department] makes no representations and can give no assurances about the practices, measures or methods employed or adopted by the facility related to the COVID-19 pandemic, or the sufficiency and adequacy of those practices, measures or methods.
- Notwithstanding any practices, measures or methods employed or adopted by the facility, there will still be a risk and possibility of contracting or transmitting COVID-19 during the ACTIVITY.

### **ASSUMPTION OF RISK**

Pursuant to the professional licensing requirements established by the State of California and/or national accreditation/certification standards, STUDENT is required to engage in a specified percentage of clinical hours involving direct patient care. STUDENT is voluntarily participating in the ACTIVITY at this time in order to satisfy that requirement as expeditiously and quickly as possible, notwithstanding the COVID-19 pandemic.

STUDENT is aware of the risks associated with the pandemic which includes but are not limited to physical or psychological injury, pain, suffering, contagiousness, illness, temporary or permanent disability, economic or emotional loss, and/or death. STUDENT understands that these injuries or outcomes may arise from STUDENT's own or other's actions, inaction, or negligence.

**STUDENT expressly and without qualification agrees to assume, and does assume, sole responsibility for all risks, known or unknown, relating to the COVID-19 pandemic associated with or attributable to the ACTIVITY.**

### **RELEASE AND PROMISE NOT TO SUE**

The term "UNIVERSITY" means and refers to the State of California, the Trustees of The California State University, California State University, [CAMPUS name] and their employees, officers, directors, volunteers and agents.

In consideration for being allowed to participate in the ACTIVITY, STUDENT (on behalf of STUDENT and STUDENT's next of kin, heirs and representatives):

(1) **Releases and discharges UNIVERSITY** from any and all actions, claims, causes of action and liability, including claims of negligence, that in any way are related to, based on, or involve the COVID-19 pandemic and the ACTIVITY; and,

(2) **Agrees and promises not to sue or assert** any action, claim, or cause of action against the UNIVERSITY that in any way relates to, is based on, or involves the COVID-19 pandemic and the ACTIVITY.

**ACKNOWLEDGEMENTS**

STUDENT understands the legal consequences of signing this document, including (a) releasing the UNIVERSITY from liability relating to the ACTIVITY and the COVID-19 pandemic, (b) promising not to bring claims against the UNIVERSITY relating to the ACTIVITY and the COVID-19 pandemic, (c) and assuming sole responsibility for all COVID-19 pandemic risks relating to, arising out of or associated with the ACTIVITY.

STUDENT understands that this document is written to be as broad and inclusive as legally permitted by and under California law. STUDENT agrees that if any portion is held invalid or unenforceable, STUDENT will continue to be bound by the remaining terms.

STUDENT understands and acknowledges that STUDENT may discuss and review this document with an attorney before signing it.

STUDENT has read and understands this document, and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to STUDENT.

STUDENT Signature: \_\_\_\_\_

STUDENT Name (print):

Date:

[If student is a minor, parent or guardian must also sign.]

## Appendix C

### Email Template for Written Confirmation

Dear Clinical Placement site,

In order for SFSU to place students in clinical field placements we are required to receive positive answers to the below questions related to COVID-19:

1) Your learning site will adhere to CDC, State, Regional and local guidelines/mandates such as those noted below; and

- Cal OSHA Interim Guidance on Healthcare Facilities  
<https://www.dir.ca.gov/dosh/coronavirus/Cal-OSHA-Guidance-for-respirator-shortages.pdf>
- CDC Interim Guidance for Businesses and Employers Responding to Coronavirus Disease 2019  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- CDC Guidelines for Businesses and Workplaces  
<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html>

2) Your learning site will provide face coverings/PPEs to students.

By responding yes to this inquiry you are attesting that you will meet the above requirements. This is a stop-gap measure that will allow us to place students in your facility while working to update our permanent agreements to include similar language.

Thank you,  
San Francisco State University Representative