

Kittitas County Review Form Grants & Contract Agreement



#40359

Today's Date 08/17/2017	Agenda Date
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Heritage University Department of Nursing	
Period Begin Date: Upon execution	Period End Date: Three years from signature
Total Grant/Contract Amount: None	
Grant/Contract Number:	
Contract/Grant Summary: The agreement between Heritage University Department of Nursing is to establish a training site to have BSN students participate in their clinical learning experience at a training site. The agreement sets forth the duties and responsibilities of the training site (KCPHD) with respect to the clinical learning experience.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: _____
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

 _____ Signature of Prosecutor's Office	9-8-17 _____ Date
 _____ Signature of Auditor's Office	9/6/17 _____ Date
_____ Signature of Board of Health member Date	

Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#

	In-Kind \$ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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**HERITAGE UNIVERSITY DEPARTMENT OF NURSING
STUDENT AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into between Heritage University (hereinafter "HU"), located at Toppenish, Washington, and Kittitas County Public Health Department (hereinafter "Training Site"), located at Ellensburg, WA (hereinafter referred to sometimes as "Party" or "Parties".)

RECITALS:

HU's curriculum for educating health care professionals includes a clinical learning experience for the nursing students enrolled in Bachelor of Science in Nursing (BSN) degree program; and Training Site has suitable clinical experiences and facilities available for the clinical learning experience of such students; and

It is mutually beneficial to HU and Training Site to have BSN students participate in their clinical learning experience at Training Site.

THE PURPOSE OF THIS AGREEMENT is to set forth the duties and responsibilities of the Training Site and HU with respect to the clinical learning experiences provided at the Training Site for nursing students who are enrolled in HU's course of study (the "education program"). As consideration for the mutual covenants and agreements contained in this document, HU and Training Site agree as follows:

1. GENERAL PROVISIONS

- a. HU and Training Site agree that contemporaneous with or following execution of this Agreement, and within the scope of its provisions, HU and Training Site may develop letter agreements to formalize operational details of the clinical education program. These details include, but are not limited to, the following:
 - Beginning dates and length of experience (to be mutually agreed upon before the beginning of the clinical education program);
 - Number of students eligible to participate in the clinical education program;
 - Specific days, hours and locations for the clinical education program;
 - Specific learning objectives and performance expectations for students;
 - Specific allocation of responsibilities for the HU faculty Liaison, and the Training Site clinical education Supervisor, and others, if any, referenced elsewhere in this Agreement;
 - Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding on the Parties when signed by authorized representatives of each Party, and may be modified by subsequent letter agreements signed by authorized representatives of each Party.

- b. HU and Training Site will cooperatively plan the clinical education program and jointly evaluate students in the program through on site visits, when practical, and by letter or telephone otherwise.
- c. HU and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program to maintain confidentiality of student, client, and patient information as required by law and by policies and procedures of HU and Training Site.
- d. There will be no charges or fees between HU and Training Site to participate in this Agreement.
- e. Parties will follow all applicable laws, regulations, and policies.
- f. Students participating in the clinical education program shall be considered students working towards the fulfillment of their degree requirements. Students are not employees or agents of HU while so engaged except where expressly provided in this Agreement.

2. HU'S RESPONSIBILITIES

- a. Upon request, HU will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site.
- b. HU will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. HU will notify Training Site in writing of any change or proposed change of its Liaison.
- c. HU will be responsible for instruction and administration of the students' academic education program, and will have the final responsibility for grading students.
- d. The HU Liaison will meet with the Training Site clinical education Supervisor Preceptors at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practical, otherwise by telephone conference. HU is responsible for arranging and planning the meetings.
- e. HU will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program to be placed at Training Site at least two weeks before the beginning date of the clinical education program. HU is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. HU will notify Training Site in writing of any change or proposed change in a student's status.

- f. HU will obtain evidence of current immunizations against diphtheria, pertussis, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), varicella (or a positive varicella titer), Hepatitis A and B immunization status for all HU BSN students placed at Training Site. For each student born after 1956, HU will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get a titer to assess immunity. HU will require yearly purified protein derivative (TST) tuberculosis testing or follow-up as recommended if the students are TST-positive or have received bacille Calmette-Guerin (BCG) vaccine. HU will provide, upon request, information to Training Site regarding student status concerning the above requirements.
- g. HU will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current cardio-pulmonary resuscitation (CPR) certification.
- h. HU shall ask each student who may be placed at Training Site to obtain a national criminal background check, and for permission to release a copy of that record to HU and to authorize the HU to transmit that record or copy to the Training Site. HU will provide Training Site with the names of any students who have failed to provide the requested records or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to HU and the Training Site, Training Site may conduct the background inquiry directly. Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

All Practical Nurses and all Registered Nurses who are enrolled as students in the Nursing program at HU shall maintain current, active, nursing licensure in all states in which they will complete clinical activities. Before giving such students permission to engage in any clinical activities or experiences, the Department of Nursing shall verify the status of these students' Practical or Registered Nurse licenses in any state in which clinical activities will be conducted.

Training Site understands and agrees that any information forwarded to it by HU has been procured through this process. HU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of the Training Site.

- i. HU will comply with and ask that students comply with the policies and procedures established by Training Site. HU will notify each student of his/her status and responsibilities pursuant to this Agreement. A satisfactory background checks for each BSN student will be required.
- j. HU will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous

coverage of such student during his or her participation in the education program. HU will inform students that they are responsible for their own health needs, health care costs, and health insurance and coverage.

3. TRAINING SITE'S RESPONSIBILITIES

- a. Training Site will provide students with a clinical education experience within the scope of health care services provided by Training Site. Training site will designate in writing administrators/preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the Clinical Education Supervisor. The Clinical Education Supervisor will maintain contact with the HU-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to HU the professional and academic credentials for the administrators/Preceptors and/or Clinical Education Supervisor.
- b. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients/clients' rights, including library resources and reference materials.
- c. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, HU faculty and HU Liaison.
- d. Training site will submit required reports on each student's performance and will provide an evaluation to HU on forms provided by HU. Reports will be submitted at mid-rotation and last week of rotation to the assigned Heritage University Faculty Supervisor.
- e. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patients/clients care without relying on the students' clinical training activities for staffing purposes.
- f. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient's/client's care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify HU of the action taken. All final resolutions of the student's academic status in such situations will be made solely by HU after reviewing the matter and considering whatever written factual information Training Site provides for HU. However, Training Site reserves the right to terminate the use of its facilities by a particular student when it is necessary to maintain its operation free of disruption and to ensure quality of patient care and or unilaterally terminate a student from the program when such action is in the best interest of the Training Site and those it serves

- g. Training Site will make a reasonable effort to provide, or arrange for the provision, of necessary emergency health care or first aid to students participating in the clinical education program for accidents occurring in its facilities. Financial responsibility for such emergency care, including care as described elsewhere in this Agreement, will be as follows:
- Training Site reserves the right to bill students for the cost of initial first aid care.
 - If available and at the student's expense, Training Site may provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from HU's health services.
- h. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.
- i. Training Site shall consider that students are learners and will not replace Training Site personnel with students. Any service rendered by students is incidental to the educational purpose of the clinical education program.
- j. Training Site shall require students to adhere to the standards, policies, and regulations of Training Site during their clinical education program.
- k. Training Site shall require students to wear appropriate attire and nametags, and to conform to the standards and practices established by HU during their clinical education program at Training Site.
- l. Training Site understands students assigned to Training Site will be and will remain students of HU. The performance of all or part of this Nursing Affiliation Agreement shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the participating students at the present time or in the future. Training Site does not and will not assume any liability for students under any law relating to Worker's Compensation on account of this Agreement, but may choose to cover students as volunteers under RCW 51.12.035. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to HU or its students by virtue of this Agreement.
- m. Training Site personnel participating in the educational program provided pursuant to this Agreement are, and shall remain employees of the Training Site for all purposes, and shall not be deemed or considered to be employees or agents of HU.

4. LIABILITY COVERAGE PROVISIONS

- a. Each Party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. For purposes of liability and indemnification, students participating in the clinical education program are considered agents of HU.

HU and its officers, employees, and agents, while acting in good faith within the scope of their official HU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against HU and its employees, officers, and agents in the performance of their official HU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

- b. Training Site maintains professional liability coverage that provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. Training Site shall provide proof of such insurance to HU upon request.
- c. Training Site will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinical setting. Students participating in the clinical education program will be covered either by a student medical malpractice policy offered through Heritage University, or acquired by the student through another source. The limits of such coverage shall be, at a minimum, \$1,000,000 per occurrence/\$3,000,000 aggregate. Mandatory certificates of such coverage purchased by the student will be provided to Training Site. . Should proof of insurance not meet with Training Site's approval and satisfaction, Training Site can refuse to accept any student for placement.

5. TERM AND TERMINATION

- a. This Agreement is effective upon execution by the Parties and will continue thereafter from academic year to academic year unless terminated as provided in this Agreement. However, Parties shall review this Agreement no later than three years from its effective date or earlier at the request of either party.
- b. HU and Training Site will jointly plan student placement in advance of the beginning of the clinical education experience, taking into account the needs of the HU for clinical placement, the maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines requesting clinical placements.

- c. The Training Site may terminate the Agreement in whole or in part whenever the Training Site determines, in its sole discretion that such termination is in the best interests of the Training Site.

6. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

- a. HU certifies it has trained each student it sends to Training Site in standard precautions and transmission of blood-borne pathogens and it will send to Training Site only students who have been trained in and have practiced using universal precautions. HU has required all students to receive Hepatitis B (HBV) vaccine before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for tasks assigned to HU's students.
- b. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program, Training Site agrees to provide the following services if available:
 - Evaluation and/or treatment from Training Site's employee health service and/or emergency department as soon as possible after the injury;
 - Emergency medical care following the injury;
 - Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
 - HIV counseling and appropriate testing.
- c. Training Site shall determine the source patient's HBV, HCV and HIV status in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

7. ENTIRE AGREEMENT

This Agreement and any amendment(s) attached hereto constitute the entire agreement between the Parties and supersede any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the Parties hereto.

8. MODIFICATION

The Parties may modify this Agreement only by a subsequent written agreement executed by the Parties. Any modification shall be effective only if written, signed, and dated by the authorized representatives of each Party and attached to this Agreement.

9. ORDER OF PRECEDENCE

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- a. This Agreement;
- b. Attachments to this Agreement in reverse chronological order.

10. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington. The Parties' rights or obligations under this Agreement shall be construed in accordance with those laws. The provisions of this agreement shall be construed to conform to those laws.

11. SURVIVAL

HU and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

12. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference, or any other agreement document or writing pursuant to or in connection with this Agreement, shall be held wholly or partially invalid or unenforceable under applicable law, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

13. WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

14. INSPECTION

Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of HU.

15. HIPAA

Heritage University students will be required to attend HIPAA training prior to clinical rotation. A certificate of completion of HIPAA training will be included in the electronic student file. Heritage University shall direct its students to comply with the policies and procedures of the Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purposes of defining the students' role in relation to the use and disclosure of Training Site's protected health information, as that term is defined in 45 CFR parts 160 and 164, the students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees or volunteers of the Training Site, nor are the student's agents of the Training Site by virtue of this provision.

16. CONFIDENTIALITY

HU, its employees, and students participating in the clinical education program, shall maintain the confidentiality of all information provided by the Training Site or acquired by HU, its employees, or students, in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. HU shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. HU, its employees, or students shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from HU, its employees, or students' breach of this provision.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

18. NON-DISCRIMINATION

Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the

Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

19. NOTICES

All notices, demands, requests, or other communications required to be given or sent by HU or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

For HU:

MELISSA SANCHEZ
Administrative Coordinator
Heritage University
Department of Nursing
College of Arts & Sciences
3240 Fort Rd.
Toppenish, WA 98948
Fax: 509 865.8679

For Training Site:

Liz Whitaker
Community Health Supervisor
Kittitas County Public Health Department
507 N Nanum St Suite 102
Ellensburg, WA 98926
509-962-7068 (desk) 509-201-6348 (cell)
509-933-8246 (fax)

Each Party may designate a change of address by notice in writing. All notices, demands, requests or communications that are not hand delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

20. SIGNATURES

The Parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective Parties and that the Parties agree to the terms and conditions of this Agreement as shown by the signatures below.

FOR HERITAGE UNIVERSITY:

Recommended by:

Vicky Swank, MBA
CFO, HU

Date: _____

Approved by:

Christina Nyirati, PhD, RN
Professor & BSN Program Director HU College of
Nursing

Date: _____

FOR TRAINING SITE:

Approved by:

Robin Read, Administrator
Kittitas County Public Health Department

Date: _____