

ARF-975

REGULAR SESSION AGENDA

HHS-Clinical Health

Date: 08/03/2010

138

Clinical Affiliation Agreements between Fort Bend County and Clarkson College in providing nursing experience.**Submitted By:** Diane Guest, HHS-Clinical Health**Department:** HHS-Clinical Health**Type of Item:** Consent**Renewal Agreement/** No**Appointment:****Reviewed by County** Yes**Attorney's Office:****Multiple Originals****Y/N?:**

Information**SUMMARY OF ITEM**

Clinical Affiliation Agreement between Fort Bend County and Clarkson College in providing for nursing student's clinical experience.

SPECIAL HANDLING

COUNTY JUDGE
RECEIVED
JUL 21 2010

8-14-10 2 orig's. ret. to Diane G. at Health Dept.

AGENDA ITEM

13B

June 7, 2010

Nancy Drake R.N., Director
Fort Bend County
Clinical Health Services
4520 Reading Rd. - Ste. A
Rosenberg, TX 77471

Dear Ms. Drake:

Enclosed please find the signed Clinical Affiliation Agreements between Fort Bend County and Clarkson College.

I've enclosed a self-addressed envelope for our copy of the signed Affiliation Agreement.

Thank you for the opportunity to partner with Clarkson College in providing for our nursing student's clinical experience.

If you have any questions, please contact me at (402) 552-3039.

Sincerely,



Linda A. Nieto
Coordinator, Online Education

Enclosure



101 South 42 Street
Omaha, Nebraska
68131-2739

www.clarksoncollege.edu

402.552.3100 | 800.647.5500

Mission

Preparing students to professionally provide high quality, ethical and compassionate health care services.

Clarkson College offers degree, diploma and certificate programs in:

Health Care Business
Medical Imaging
Nursing
Physical Therapist Assistant
Radiologic Technology

Continuing education opportunities are offered through:

Office of Professional Development

Clarkson College complies with all applicable federal, state, and local laws relating to discrimination and does not discriminate on the basis of race, color, religion, ancestry, sexual orientation, physical or mental disability, age, national origin, ethnicity, sex, veteran's status, or marital status in the administration of its educational programs and policies, financial aid, activities or other school administered programs.

CLINICAL AFFILIATION AGREEMENT
Between
CLARKSON COLLEGE and FORT BEND COUNTY

This clinical affiliation is entered into by Clarkson College, an institution of higher education, (hereinafter COLLEGE) and Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter AGENCY).

RECITALS

The COLLEGE is engaged in the operation of an approved institution of higher education offering nursing courses, through its Division of Nursing, and desires to have its enrolled students perform components of their clinical course experience at AGENCY;

AGENCY serves the general health and well-being of a broad community by providing public health services;

AGENCY is willing to make facilities available located at 4520 Reading Road, Ste A, Rosenberg, TX 77471 to students enrolled at the College within the Division of Nursing Programs (e.g. Practical Nursing, Bachelor of Science in Nursing, and Master of Science in Nursing) who will be supervised by Fort Bend County Director of Clinical Health Services (hereinafter AGENCY PRECEPTOR).

AGREEMENTS

GENERAL OBLIGATIONS OF COLLEGE:

1. COLLEGE shall provide AGENCY with requested clinical areas, dates, times, and numbers of students prior to the beginning of each academic term. COLLEGE shall also provide AGENCY with information regarding academic requirements for student placement, including the number of hours students are to be at the placement site, and the COLLEGE Academic calendar.
2. Requested clinical nursing experiences may include both "regular clinical" and "practicum" experiences.
 - A. During regular clinical nursing experiences, COLLEGE will provide clinical faculty for the purpose of direct supervision of the students during the clinical learning experiences.
 - B. During practicum clinical nursing experiences, COLLEGE will provide nursing faculty, who will coordinate the education of students within the practicum course, but will not directly supervise the students during the practicum course.
3. COLLEGE shall maintain a requirement that all students being placed within AGENCY will have received a health examination prior to attending clinical experiences, by a qualified health care professional, which documents student's health status is sufficient for such clinical placement.
4. COLLEGE shall not enroll a student for a clinical course when the COLLEGE has reason to believe the student has contracted a communicable disease and student is still in the communicable period.
5. COLLEGE will maintain documentation that students have current CPR certification, at the health provider level. Documentation of such records will be available to AGENCY upon request.

6. All non-licensed nursing students will be required to maintain all immunizations required by AGENCY. Such documentation will be collected by COLLEGE, and verification of current immunization status will be provided to AGENCY upon request.
7. Graduate students, who are licensed health care professionals, are responsible to comply with all AGENCY'S required immunizations. Proof of such immunization status to the AGENCY is the responsibility of the individual student, and information about graduate student health and immunization is not maintained by COLLEGE.
8. During the term of this Agreement, COLLEGE shall keep in full force professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which shall extend to the activities contemplated under this Agreement and undertaken on AGENCY premises, covering both faculty and students, and shall provide AGENCY proof of said coverage upon request.
9. COLLEGE shall obtain a criminal background check on all nursing students that are not currently registered nurses (this excludes all RN to BSN students and graduate students) prior to clinical experiences within AGENCY. Any results from the criminal background checks that could relate to the health and safety of AGENCYs clients will be reported to AGENCY prior to the student's clinical experience. AGENCY maintains the authority to refuse to accept any individual student on the basis of prior criminal convictions.
10. COLLEGE agrees to hold faculty and students responsible to abide by AGENCY'S policies and procedures while at AGENCY.
11. COLLEGE agrees to provide students with the following training and maintain records for such training.
 - A. Health Insurance Portability and Accountability Act (HIPAA) Training
 - B. Bloodborne Pathogen and Infection Control Training

*COLLEGE will document training noted above, and provide copies of such training documentation to AGENCY upon request.
12. COLLEGE agrees to provide training on patient confidentiality. Students of COLLEGE will sign Confidentiality Agreement s (Exhibit A). Copies of signed Confidentiality Agreements will be provided to AGENCY upon request.
13. COLLEGE agrees to obtain prior written consent of AGENCY for publication of any articles relating to the clinical experiences occurring at AGENCY.
14. COLLEGE agrees to require all faculty and students utilizing AGENCY facilities to sign a Release of Liability that fully releases AGENCY of any and all claims with respect to illness or injuries sustained while engaged in activities pursuant to this Agreement.
15. COLLEGE agrees to inform all faculty and students that they are not employees of AGENCY and have no claim against AGENCY for any employment benefits. The salaries and expenses of any faculty member and/or staff of COLLEGE will be paid by COLLEGE.
16. **COLLEGE AGREES TO AND SHALL HOLD HARMLESS AGENCY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT**

COSTS, ATTORNEY'S FEES, BODILY INJURY, SICKNESS, DISEASE OR DEATH ARISING FROM OR WHICH MAY BE ALLEGED TO ARISE FROM THE USE OF AGENCY'S FACILITIES BY COLLEGE'S STUDENTS, FACULTY AND/OR STAFF PURSUANT TO THIS AGREEMENT.

GENERAL OBLIGATIONS OF AGENCY:

1. AGENCY retains responsibility for all aspects of patient care.
2. AGENCY'S responsibilities for direct student supervision of clinical learning experiences are as follows:
 - A. During regular clinical nursing experiences, AGENCY will have regular staff co-assigned to all patients, for the purpose of retaining responsibility for patient care. COLLEGE will assign student nurse to provide portions of patient care, under the direct supervision of COLLEGE faculty.
 - B. During practicum clinical nursing experiences, AGENCY will provide direct supervision of students by AGENCY PRECEPTOR. All patient care records written by a student will be signed by both student and AGENCY PRECEPTOR. AGENCY PRECEPTOR will cooperate with the clinical evaluation of student, to include a written evaluation.
3. AGENCY has the right to terminate a faculty or student's clinical experience within AGENCY and use of AGENCY'S facilities, equipment, or supplies, when violations of AGENCY'S rules, regulations, policies, or procedures occur. Such action will not normally be taken until the charges against the student or faculty have been discussed with the appropriate representative of the COLLEGE. AGENCY does reserve the right to take immediate action when necessary to preserve the quality of patient services and to maintain operation of its facilities free from interruption. COLLEGE will not reassign the student or faculty to AGENCY without specific, written approval of AGENCY, which will not be unreasonably withheld.
4. AGENCY agrees to permit students and faculty access to its Medical Library if available.
5. AGENCY agrees to permit students and faculty access to patient records, only as needed for the provision of safe nursing care.
6. In the event a student or faculty member suffers an illness requiring emergency care while on the premises of the AGENCY, AGENCY will provide such emergency medical care and/or will arrange transportation to receive emergency care. Costs of such care are the responsibility of the individual students or faculty member. AGENCY will notify the COLLEGE of the incident.
7. AGENCY will provide needed orientation for students and faculty to the clinical areas of AGENCY.
8. AGENCY agrees that if blood or bodily fluid exposure occurs to a student or faculty while caring for an AGENCY patient during a clinical experience, AGENCY is responsible for the follow-up procedures for the source patient defined by state and OSHA regulations.

OBLIGATIONS OF BOTH COLLEGE AND AGENCY :

1. Neither AGENCY nor COLLEGE shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, gender, sexual orientation, national origin, handicap, special disabled veteran's status or Vietnam-era veteran's status.

2. AGENCY shall not disclose any student records unless disclosure is required by law.
3. This Agreement does not contemplate the payment of a fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving education, professional preparation of the students through COLLEGE's clinical nursing courses.
4. A telephone conference between representatives of both COLLEGE and AGENCY shall be held once a year for the purpose of evaluating clinical experiences.
5. Neither party shall be liable to the other for negligent acts or omissions of the other party, its students, faculty, officers, employees, agents, independent contractors or volunteers.

MISCELLANEOUS:

1. Both AGENCY and COLLEGE shall maintain and safeguard the privacy, security and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information. Both parties agree that students, residents and trainees and all faculties supervising such individuals shall be governed as members of AGENCY'S workforce for HIPAA purposes only. Students, residents, trainees and supervising faculty shall access, use and disclose protected health information of AGENCY only as permitted under AGENCY'S HIPAA Compliance Plan and shall be subject to sanction, including exclusion from AGENCY'S facilities, upon violation.
2. This Agreement constitutes the entire Agreement of the parties and may not be amended or revoked except by written Agreement signed by each party referring specifically to this Agreement.
3. This Agreement is exclusively between the two named parties, and may not be assigned by any party without prior written consent to the other party.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding this Agreement.

TERM AND TERMINATION:

1. The original term of this Agreement will begin upon execution by AGENCY and end September 1, 2010. Thereafter this Agreement shall automatically renew on an annual basis, unless 30 days written notice of intent is given by either party to this Agreement.
2. In the event that AGENCY exercises its option to terminate this Agreement, AGENCY hereby agrees that no students participating in an ongoing clinical experience will be denied the opportunity to complete the experience, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this Agreement shall remain in force during the extension period from the effective date of termination, until the end of the clinical experience in which the student is enrolled.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: August 3, 2010

CLARKSON COLLEGE

By: _____

Jody Woodworth, MA, Ph.D.
Vice President of Academic Affairs

Date: _____

Aubray D. Orduna
Ed.D., R.N.
Dean of Nursing

Date: _____

ATTEST: _____

Dianne Wilson, County Clerk

EXHIBIT "A"

STUDENT CONFIDENTIALITY AGREEMENT

The student, signing this confidentiality form below, acknowledges and agrees to the following.

Student agrees to maintain confidentiality of all patient information and all confidential hospital information. The undersigned, agrees not to reveal to any person or persons, except authorized individuals, any specific patient information, except as required by law or as authorized by AGENCY .

Student further agrees that if computer network account is made available for student purposes, that such information contained within the computer network is confidential information. Student will not remove any confidential computer records from AGENCY . Student agrees not to change, delete, modify, or remove any computer file that belongs to another person.

Student acknowledges that any violation of this confidentiality Agreement is cause for disciplinary action, including administrative removal from the College, and may also result in legal action by AGENCY , patients, government, or other individuals.

Dated this _____ day of _____, 200_____.

Program Participant Signature: _____

Witness Signature: _____

STATE OF TEXAS §
 §
AGENCY OF FORT BEND §

RELEASE OF LIABILITY

I, _____ ("Participant"), have this day released and do hereby release, acquit and forever discharge Fort Bend County, and its officers, employees, agents, servants and all persons in privity with them of any and all claims and causes of action of any kind, at law or in equity, and from any liability for any and all damages, injuries, death, costs, pain and suffering, or expenses and from any other claim arising from or which may be alleged to arise from my use of any Fort Bend County facility ("Facilities") as part of the Clarkson College Division of Nursing Programs.

I, _____, intend this release of liability to cover all situations that may occur while I participate in the Clarkson College Division of Nursing Programs at the Facilities.

I, _____, agree to assume the risk of any personal injury, loss, or damage that may result from my participation in the Clarkson College Division of Nursing Programs at the Facilities. I know of no condition that would limit or preclude my participation in this program. I understand that a photocopy of this authorization is as valid as the original.

If any part of this release is construed to be invalid by a court of law, such construction shall not invalidate the remainder of this instrument.

This Release shall extend to and be binding upon participant, its heirs, executors, administrators, successors, assigns and legal representatives.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN FORT BEND COUNTY AND MYSELF AND SIGN IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Participant hereby sets its hands to this instrument.

By: _____
Signature

Printed Name: _____

Date: _____

Information on Participant

Home Phone: _____ Business Phone: _____

Occupation: _____

DL: _____

Date of Birth: _____

In the event of an emergency, please contact: _____