AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Clinical Affiliation Agreement; Colorado Mountain

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

agreement for RN placement from CMC

Fiscal Impact:

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.orf

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/8/2016 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/14/2016

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 9/20/2016

Revised April 2015

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the "Agreement") is entered into on the 1st day of **September** 2016**,** by and between Colorado Mountain Local College District ("CMC") and **Gunnison County Department of Health and Human Services** ("Facility").

RECITALS

WHEREAS, CMC is a statutory local college district organized under the Local College Organization Act, Section 23-71-101 et seq., Colorado Revised Statutes; and

WHEREAS, CMC offers programs leading to a **Nursing Degree**, an integral part of which is a clinical rotation experience;

WHEREAS, Facility operates a health care facility in **Gunnison** County, Colorado, which facility is licensed by the State of **Colorado.**

WHEREAS, both parties agree that it is in their mutual interests to cooperate in providing a coordinated clinical and instructional program for CMC students registered in its **Nursing** program (the "Program") in a manner that will enable them to meet course and program objectives; and

WHEREAS, the parties agree that the sole purpose of this Agreement is to train students, and not to provide a service. The parties are not business associations under the Health Insurance Portability and Accountability Act ("HIPAA").

NOW THEREFORE, for good and valuable mutual consideration which the parties agree is sufficient, the parties agree as follows:

AGREEMENT

1. TERM AND TERMINATION.

a. The term of the Agreement is from the effective date above for a term of **5** years unless earlier terminated or extended as provided below.

b. During the term of this Agreement, it may be terminated by either party for any cause or for no cause upon 30 days prior written notice to the other party. If Facility terminates the Agreement for no cause, it is agreed that the student(s) then currently enrolled in clinical activities at Facility will be allowed to complete their rotation.

c. CMC may, for cause, transfer or discontinue the assignment of any individual student at Facility any time during the period of this Agreement.

2. DEVELOPMENT AND OPERATION OF CLINICAL ROTATION PROGRAM.

a. CMC and Facility agree to work together to establish and maintain a quality clinical rotation program. Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

b. CMC shall have final control of curriculum and evaluation decisions, in its sole discretion.

c. The parties shall meet as mutually agreed to discuss the progress and status of the clinical rotation program, and to make any modifications and changes deemed appropriate to improve and carry on the clinical rotation program.

3. RESPONSIBILITIES OF CMC.

a. CMC shall work with the Facility to plan the clinical rotation program as set forth in this document and shall provide faculty and staff who will work with Facility to carry out the clinical rotation program.

b. CMC shall at all times conduct its program in accordance with Facility policies and procedures regarding practice issues, confidentiality, and number and scheduling of students.

c. CMC shall, in cooperation with the Facility, instruct its faculty, staff, and students regarding Facility policies and procedures prior to the start of the student clinical experience.

d. CMC maintains commercial general liability insurance in the amount of $1,000,000 per occurrence and worker's compensation insurance in the amount of statutory limits as required by the State of Colorado Nothing in this agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., which is hereby incorporated as if fully set forth in this agreement. As an institution of higher education in the state of Colorado, CMC is not authorized to indemnify any party, public or private, from the claims, demands or damages of third parties. A certificate evidencing the commercial insurance in effect for CMC will be forwarded to the Facility upon request.

e. CMC shall, at its own cost and expense, secure and shall maintain in effect at all times during which this Agreement is in effect Professional Liability Insurance with limits of liability in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

f. CMC shall require that all faculty, staff and students participating in the program meet Facility health requirements and to furnish Facility with copies of any necessary documentation. Facility shall be responsible for determining whether documentation or screening is sufficient to meet regulations. Facility shall not be responsible for the cost of any tests or examinations.

g. CMC shall obtain any approvals necessary from the Colorado Commission on Higher Education ("CCHE") and State Board for Community Colleges and Occupational Education ("SBCCOE"), and provide to state and federal agencies as required. Facility shall reasonably assist in this process upon request from CMC.

h. CMC shall prepare its students educationally for the clinical rotation experience in the Facility by providing appropriate classroom instruction and laboratory experience. CMC shall send to Facility only those students who have met all CMC requirements and qualifications.

i. CMC shall provide the Facility with a list of the names students participating in the clinical rotation program.

j. CMC shall require all students: (i) to participate in agreed orientation at the Facility prior to the clinical rotation, and become familiar with the policies, procedures, systems, practice issues, and this Agreement; (ii) to maintain their own health insurance, and assume responsibility for any health care service not covered by that policy or by the CMC worker's compensation policy; (iii) to communicate clearly to the instructor when assistance is needed during the clinical rotation; (iv) to abide by Facility policies, procedures, regulations, and practice rules, and to follow course guidelines mutually agreed upon by CMC and Facility; and (v) to notify the instructor or appropriate Facility staff immediately of any problems, incidents, or injuries occurring during the clinical rotation, and to follow Facility procedures related there to.

k. CMC shall require all instructors and staff to: (i) participate in orientation at the Facility prior to the clinical rotation, and become familiar with the policies, procedures, systems, practice issues, and this Agreement; (ii) work collaboratively with the management of the Facility to meet the objectives of the clinical rotation program, including periodic consultation with Facility staff to review student progress and program operation; (iii) facilitate communication between students and Facility personnel, for the purpose of coordinating and assuring continuity of care; (iv) assist in resolving any problems involving students; (v) adhere to CMC and Facility policies, procedures, rules and regulations regarding the clinical program and patient care; (vi) coordinate student discipline as needed, consistent with student due process rights, including but not limited to, removal from the clinical area of any student who does not abide by the Facility's rules, or is disruptive, or whose actions jeopardize patient welfare.

l. CMC shall perform all personnel functions related to CMC faculty and staff.

m. CMC and its students and personnel shall keep strictly confidential and hold in trust all confidential information regarding Facility operations and patients and shall comply with the applicable provisions of the HIPAA. CMC shall instruct all students and CMC personnel involved in the clinical rotation program with the applicable provisions of HIPAA and sign appropriate confidentiality agreements. CMC and its students shall not disclose confidential,

proprietary or patient information to third parties. These obligations of confidentiality shall survive the termination of this Agreement.

n. CMC and its students shall at all times adhere to Facility's rules, regulations, policies and procedures during their participation in the program. Facility shall have right to immediately terminate the use of any of its facilities, equipment or supplies by any student for violation of its rules, regulations, policies or procedures.

o. CMC shall be responsible for the evaluation of the students' progress in the clinical setting. CMC will provide the Facility with the student learning objectives to enable the Facility to provide CMC with information useful and/or necessary for such evaluation.

4. RESPONSIBILITIES OF FACILITY.

a. Facility shall grant reasonable access to CMC's faculty, staff and students, to conduct a clinical rotation program consistent with this Agreement. Facility will also allow reasonable access by CMC faculty, staff and students to its food service and parking facilities.

b. Facility shall work with CMC to plan the clinical rotation program as set forth in this document.

c. Facility shall work with CMC to provide instruction and orientation to CMC faculty, staff, and students, especially regarding the policies, rules, practices, and regulations with which Facility expects CMC faculty, staff and students to comply prior to the clinical rotation program.

d. Facility shall timely inform and update CMC regarding any and all policies, procedures, rules, regulations, or requests, with respect to clinical practice under this program at the Facility.

e. Responsibility for patient care remains with Facility notwithstanding any provisions of the Agreement. Facility understands that the students will be in a learning situation and that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Facility employee nor shall students perform any of the duties normally performed by a Facility employee except such duties as are a part of their training and are performed by the student under direct supervision of a Facility employee. Facility assumes responsibility to perform procedures that a student has not performed.

f. Facility will provide training aids and data, as appropriate, relating to the various training phases under study by the students.

g. Facility shall maintain, at its own cost and expense, general liability, worker's compensation coverage and professional liability insurance for the Facility and its employees in the following limits:

General Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Workers' Compensation	Statutory Limits (100,000/$500,000/$100,000)
Professional Liability	$1,000,000 per occurrence/$2,000,000 aggregate

A Certificate of Liability Insurance evidencing proof of insurance must be forwarded from the Facility's insurance agent or carrier within 15 working days of the signing of this Agreement. The Certificate Holder is:

Colorado Mountain Local College District
Department of Risk Management
802 Grand Avenue
Glenwood Springs, CO 81601

In addition, the Certificate must name Colorado Mountain Local College District as an Additional Insured for General Liability on a primary and non-contributory basis and provide for a Waiver of Subrogation in favor of Colorado Mountain Local College District under the Workers' Compensation coverage.

h. Facility shall maintain all necessary and required licenses and certifications.

i. Facility will designate a suitable liaison to work with CMC and its students, and, in the absence of this person, a suitable person will be designated and available.

j. Facility will be guided by the objectives of the students' learning in the provision of experiences while the students are in the setting of the Facility.

k. Facility shall render emergency medical care to students and faculty of CMC in the event of an accident or sudden illness that occurs during the course of the clinical rotation program upon the premises of the Facility. The cost of such services shall be borne by the students or faculty member.

l. The Facility may recommend to CMC the withdrawal of a student if the achievement, academic progress, adjustment, or health of the student does not warrant continuation or if the student's behavior fails to conform to the applicable regulations of the Facility. Such recommendation shall be in writing and shall specify the basis for the Facility's recommendation.

5. GENERAL PROVISIONS.

a. CMC's faculty, staff and students shall not receive any pay, salary, wage, or other compensation from Facility while engaged in activities under the clinical rotation program. The parties are independent contractors, and no employees or agents of either party shall be deemed to be agents or employees of the other. CMC students shall not be deemed to be employees of Facility.

b. Any financial obligations of CMC are subject to annual appropriation of funds by its Board of Trustees.

c. Each party agrees to take reasonable measures to maintain a high level of professionalism in the conduct of this program.

d. Neither party shall discriminate on the basis of race, color, creed, sex, national origin, ancestry, disability, sexual orientation, genetic information or age, or in any other way contrary to CMC policies and procedures.

e. The CMC reserves the right to temporarily suspend the clinical rotation program if either party determines that the program is not working.

f. Each party will be solely responsible for its acts and the acts of its agents and employees in the performance of this Agreement.

g. The number of students assigned for the clinical rotation program shall be mutually agreed to between the parties.

h. Neither party shall use the name of the other in any promotional or advertising material unless consent has first been obtained from the party whose name is to be used.

i. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations, as well as their own respective institutional rules and regulations.

j. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student date to anyone other than CMC.

k. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. Venue shall be proper in only state court in Garfield County, Colorado unless otherwise agreed.

l. In the event of a lawsuit concerning this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees and costs.

m. This is the entire agreement between the parties and supersedes all prior agreements and discussions. This Agreement may not be modified except in writing signed by both parties.

n. This Agreement may not be assigned by either party without prior written consent of the other. Subject to this provision, however, this Agreement shall be binding on and shall inure to the benefit of the successor and assigns of the parties.

o. If either party is prevented from performing any of its obligations hereunder by an occurrence beyond its reasonable control such as but not limited to acts of God, inclement weather, fire, flood, war, riot, strike, or lack of common carrier transportation facilities, then the party affected shall be excused from performance so long as such occurrence exists.

p. Additional provisions, if any, are set forth in Attachment A.

COLORADO MOUNTAIN LOCAL COLLEGE DISTRICT

By: (print name) _____

Signature: _____

Title: _____

Date: _____

FACILITY:

By: (print name)_____

Signature _____

Title: _____

Date: _____