AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Clinical Training Agreement; University of Colorado Anschutz Medical Campus, College of Nursing.

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Regents of University of Colorado, College of Nursing

Term Begins: May 27, 2014 or when fully **Term Ends:** **Grant Contract #:**

Summary:
This is a clinical training agreement for clinical learning experiences for students of the College of Nursing program in the Public Health setting.

Fiscal Impact: none

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/5/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/5/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: n/a

Agenda Date: 6/17/2014 Follow Up Agenda Date: n/a

Revised April 2013

University of Colorado
Anschutz Medical Campus

College of Nursing
Office of Academic Programs

13120 E. 19th Avenue
Campus Box C288 – 13
Aurora, CO 80045

June 13, 2014

To Whom It May Concern:

On behalf of the University of Colorado Denver, College of Nursing, I am seeking an educational Affiliation Agreement with your agency. One of our Graduate Nursing students is scheduled to complete clinical hours at your agency in a coming semester. In order for this to happen we will need a fully executed Affiliation Agreement with your agency.

Attached is a draft agreement based on our template for your review, or to pass on to the appropriate person. Please verify and fill in the highlighted areas in the agreement. Should the terms of this contract be accepted please sign and return a scanned copy via email to me at:

ann.poteet@ucdenver.edu

I will then obtain signatures by the appropriate persons at this University. One fully executed agreement will be returned to you for your records (please indicate if you would like a scanned version or an original). If you would like to make revisions or changes please feel free to make them and scan the revised document to me.

Should you have any questions or concerns please don't hesitate to call or email me.

Thank you for your time,

Ann Poteet, RN, MS, CCNS
Graduate Clinical Placement Coordinator
Office of Academic Programs
T: (303) 724-1393 / F: (303) 724-1808 / ann.poteet@ucdenver.edu

UNIVERSITY OF COLORADO DENVER
COLLEGE OF NURSING
CLINICAL TRAINING AGREEMENT

THIS CLINICAL TRAINING AGREEMENT ("AGREEMENT") is made and entered into on June 13, 2014, by and between Gunnison County ("AGENCY") with principal offices located at 225 North Pine Street, Gunnison, CO 81230, and The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, College of Nursing ("COLLEGE") at 13120 E. 19th Avenue, Aurora, Colorado 80045.

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for students in the COLLEGE's Nursing program.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to the other party, the students assigned to the AGENCY, or any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the COLLEGE

1. The COLLEGE will use its best efforts to see that students selected for participation in the clinical training program are prepared for effective participation in the clinical training phase of their overall education.

2. The COLLEGE will retain ultimate responsibility for the education of its students.

3. The COLLEGE will provide qualified and competent faculty members at the COLLEGE in adequate number for the instruction and supervision of students using the AGENCY facilities.

4. The COLLEGE will instruct all students assigned to the AGENCY facilities in the confidentiality of patient/client records, patient/client information imparted during the training experience, and will ensure all students complete the COLLEGE's training modules necessary to comply with its HIPAA requirements as a covered entity. The COLLEGE will also instruct all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

5. The COLLEGE will require all participating students to provide proof of health insurance. In the event of an emergency, the AGENCY will provide such emergency care

as is provided its employees. The student will be responsible for any charges thus generated if the charges are not covered under the Colorado Workers' Compensation Act.

6.The COLLEGE will require all participating students to have passed a criminal background check and to have documented appropriate immunizations. If applicable, the AGENCY shall notify the COLLEGE of any requests for evidence of immunization. The COLLEGE will then provide evidence to the AGENCY of any required immunizations for its students.

7. The COLLEGE will encourage student compliance with the facility's rules, regulations, and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the COLLEGE will keep each participating student apprised of his or her responsibilities.

8. The COLLEGE has an equal opportunity/affirmative action program and does not discriminate on the basis of race, sex, creed, color, age, national origin, sexual orientation, or individual handicap in any aspect of employment or training. The institution's \educational programs, activities, and services offered to students, faculty, and/or employees are administered on a nondiscriminatory basis subject to the provisions of Title VI and VII of the Civil Rights Act of 1964, Titles VII and VIII of the Public Health Services Act, the Rehabilitation Act of 1973 (Section 504), the Equal Pay Act of 1963 as amended, Title IX of the Educational Amendments of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, and the nondiscrimination laws of the State of Colorado.

9. The COLLEGE warrants and represents that it self-insures for professional liability insurance for itself and for its public employees and students who provide health care services pursuant to the Colorado Governmental Immunity Act (C.R.S. §§24-10-101 through 24-10-120). The COLLEGE agrees that its self-insurance program will provide coverage in accordance with the limits of the Colorado Governmental Immunity Act. The Colorado Governmental Immunity Act provides that the maximum amount that may be recovered against a public entity or public employee will be (a) $350,000 for any injury to one person in a single occurrence, and (b) $990,000 for any injury to two or more persons in any single occurrence (except that no person may recover in excess of $350,000). [For those approved activities that take place in a state other than Colorado, or in the event a court of competent jurisdiction determines on final judgment that the limits of the Colorado Governmental Immunity Act do not apply, the University of Colorado Self-Insurance and Risk Management Trust has provided for professional liability insurance coverage of at or above $1,000,000/$3,000,000 through a commercial insurance policy, to the extent that such policy would cover the actions of students from the COLLEGE participating under this Agreement.]

10. Further, all students subject to the provisions of §8-40-101 C.R.S. *et seq.*, and participating in educational programs conducted by or administered through the COLLEGE, will be covered under the Colorado Workers' Compensation Act. The

COLLEGE will be responsible for providing workers' compensation and liability coverage for students of COLLEGE at the AGENCY.

11. The COLLEGE shall inform its students that they must obtain prior written approval from the AGENCY and the COLLEGE before publishing any material related to the clinical educational experience.

B. Responsibilities of the AGENCY

1. The AGENCY has a responsibility to maintain a learning environment in which sound educational experiences can occur, therefore, the AGENCY will provide physical facilities and learning opportunities for the clinical study of nursing.

2. The AGENCY will provide the opportunity for students and faculty to observe and participate in agreed upon services provided by the AGENCY.

3. The AGENCY will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the AGENCY and its care, direct and indirect, of patients.

4. The AGENCY will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the COLLEGE's departmental faculty and the AGENCY's staff.

5. The AGENCY staff will, upon request, assist the COLLEGE in the evaluation of the learning and performance of participating students.

6. To the extent possible, the AGENCY will provide for the orientation of COLLEGE's participating students as to the AGENCY's philosophies, rules, regulations, and policies of the AGENCY. Attendance at such orientation will be required before any student will be permitted to participate in the program.

7. The AGENCY will limit access to students' files and personal information and will maintain files and personal information in confidence and limit access to only those employees or agents with a need to know and further agrees to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and its implementing regulations and all applicable federal and state laws and regulations concerning the confidentiality of such student information to the same extent as such laws and regulations apply to the COLLEGE. For the purposes of this Agreement, pursuant to FERPA, the COLLEGE hereby designates the AGENCY as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by the AGENCY to carry out the Program.

8. Upon request, the AGENCY will provide proof of liability insurance in an amount that is customary in the community.

9. The AGENCY will provide written notification to the COLLEGE promptly if a claim arises involving a student.

10. The AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the COLLEGE.

11. The AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed.

12. The AGENCY shall designate a Clinical Educator. The AGENCY shall notify the COLLEGE of the temporary absence (more than one week) of the Clinical Educator and designate an acting Clinical Educator.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of quality patient care. At the insistence of either party, a meeting or conference will promptly be held between COLLEGE and AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The personnel of both parties will seek each other's cooperation in carrying out the provisions of this AGREEMENT. During the term of this AGREEMENT, arrangements may be made for periodic meetings between representatives of the COLLEGE and representatives of the AGENCY to promote understanding of and adjustments to any operation or activity involved herein.

4. The AGENCY may request the removal of any student whom the AGENCY determines is not performing satisfactorily, or who refuses to follow the applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why AGENCY desires to have the student removed. The student must be afforded by the COLLEGE an opportunity to respond in writing to the statements. However, AGENCY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior.

D. Term and Termination

This AGREEMENT will commence as of the date first written above and will continue indefinitely until terminated by either party. This AGREEMENT may be canceled at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to AGENCY will be permitted to complete any previously scheduled clinical assignment at AGENCY.

E. Governing Law

The laws of the State of Colorado and rules and regulations issued pursuant thereto will be applied in the interpretation, execution, and enforcement of this AGREEMENT. Any provisions of this AGREEMENT, whether or not incorporated herein by reference, that provide for arbitration by any extra-judicial body or person or that are otherwise in conflict with said laws, rules, and regulations will be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this provision in whole or in part will be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this AGREEMENT to the extent that the AGREEMENT is capable of execution.

F. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the AGENCY for any purpose. Students will not be entitled to receive any compensation from AGENCY or any benefits of employment from AGENCY, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the COLLEGE.

G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other**.**

H. Governmental Immunity

It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the COLLEGE of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by the COLLEGE of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the COLLEGE of a

debt, contract, or liability of the AGENCY in violation of Article XI, Section 1 of the Constitution of Colorado.

I. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

For the Agency:	For the COLLEGE:
Carol Worrall, RN, BSN	Linda Flynn, PhD, RN, FAAN
Public Health Director	Associate Dean for Academic Programs
Gunnison County Dept. Health & Human Services	CU College of Nursing, Mail Stop C288019
225 N Pine Street	13120 E. 19th Avenue
Gunnison, CO 81230	Aurora, Colorado 80045

J. Evidence of Immunization/Health Status

If applicable, the AGENCY shall notify the COLLEGE of any requests for evidence of immunization. The COLLEGE will then provide evidence to the AGENCY of any required immunizations for its students.

K. Responsibility for Injuries

The AGENCY will be responsible for any claim or cause of action based upon the negligence of its employees and agents involved in providing services related to this agreement.

Pursuant to the Colorado Governmental Immunity Act, the COLLEGE agrees to be responsible for injuries sustained solely from an act or omission of its public employee, or where specifically permitted by the Colorado Governmental Immunity Act, a student, occurring during the employee's duties and within the scope of his/her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against the COLLEGE.

Notwithstanding the foregoing, in no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for loss of profits or revenue, or any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages, except that this limitation shall not apply to damage to tangible property or injuries to persons, including death.

L. Severability

Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this AGREEMENT to the extent that the AGREEMENT is capable of execution.

M. Headlines

Headlines in this AGREEMENT are for convenience only**.**

N. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties and may be modified only by a written instrument executed by both parties.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed effective as of the date first written above.

COLLEGE:	AGENCY:
THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate	**SITE**
By _____	By _____
Sarah Thompson, PhD, RN, FAAN Dean, UCD College of Nursing	Name: Title:
_____ Date	_____ Date