AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Clinical Affiliation Agreement between Gunnison County and the University of Louisville; Internship Program; 8/25/14

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and University of Louisville of Louisville, Kentucky

Term Begins: August 25, 2014 **Term Ends:** 8/25/2015 **Grant Contract #:**

Summary:
This is an Agreement with the University for the internship placement for Mary Sue Gurk who will privide 16 hours a week of internship work under the direct supervision of Renee Brown, LCSW. The internship work will be in accordance with the University's Competency Learning Tasks related to the University's Social Work Program. Tasks will include mentoring, community systems work and assessment of adverse childhood experiences and related service design. Please sign 2 original agreements.

Fiscal Impact: none

Submitted by: Renee Brown **Submitter's Email Address:** renee.brown@state.co.us

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/8/2014 Certificate of Insurance Required Yes ● No ○

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/9/2014

● Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

CLINICAL AFFILIATION AGREEMENT

BETWEEN

AND

THE UNIVERSITY OF LOUISVILLE

This Clinical Affiliation Agreement (hereinafter referred to as "Agreement") effective this __25th___ day of ___August_____, 2014__, by and between ___Gunnison County____ (hereinafter referred to as "Facility") and the University of Louisville of Louisville, a Kentucky higher education institution (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, University offers a Social Work Program ("Program") at its campus located in Louisville, Kentucky and;

WHEREAS, Facility operates clinical facilities which can provide a setting for practical learning and clinical experiences, and;

WHEREAS, University requires that the students enrolled in the Program complete a clinical rotation under the supervision of a qualified professional and Facility desires to cooperate with the University by making its facilities available to students upon the conditions set forth in this agreement;

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

I. STUDENT ASSIGNMENT AND RESPONSIBILITIES

Facility agrees to provide students of the University with an opportunity to obtain practical learning and clinical experiences in its facility, and the University agrees to assign students to Facility to obtain such learning and clinical experiences on the terms and conditions hereinafter described.

A. Placement of Students will be jointly agreed upon by Facility and the University after consultation with and consideration of the student's needs and qualifications.

B. Facility will provide exposure to it appropriate facilities, clinical settings and facilities for the student learning experience.

C. The number of students assigned to and accepted by Facility at any given time shall be agreed upon by representative of both the University and Facility.

Representatives of Facility and the University shall cooperate in developing the methods of instruction, objectives and other details of the field experience.

D. Students shall comply with all Facility policies, regulations and procedures. If problems arise, students acknowledge that the field education coordinator of the University shall be notified and representatives from the University and Facility shall mutually handle such problems.

E. Students will be responsible for providing their own transportation and living arrangements (if applicable) during the clinical experience.

II. FACILITY RESPONSIBILITIES

A. Facility agrees to provide practical learning and clinical experiences to students assigned to Facility.

B. Facility policies and regulations will be provided to the students via an initial orientation session.

C. Facility will retain responsibility for patients and/or clients of Facility and will maintain administrative and professional supervision of students insofar as the students' presence affects the operation of Facility and/or the direct or indirect provision of services to patients and/or clients of Facility. Facility supervisor will provide written evaluation(s) of student as requested by University. Verbal feedback to the University may be appropriate at times.

D. Facility will inform the University, through the field education coordinator, of any new procedures and/or policies or any changes in procedures and/or policies which may affect the clinical experiences described hereunder.

E. The participation is considered an integral part of the student's formal education and University credit is earned through the experience. Monetary gain is not the objective of the clinical placement or internship and Facility is not required to provide monetary compensation to the student during the experience.

F. All students participating in this Program must comply with the rules and regulations of Facility. Violation of any such rules and regulations may result in immediate suspension and possible termination and withdrawal of the student from the clinical rotation at Facility. Upon the suspension of any student, Facility agrees to immediately notify the University of the circumstances of the suspension. While every reasonable effort will be made by Facility to mutually agree with University concerning the termination of any student from the placement at the Facility, Facility has the right to make the final decision when Facility and University cannot reach mutual agreement.

III. UNIVERSITY RESPONSIBILITIES

A. The University shall assign an appropriately qualified faculty member who shall coordinate student clinical experiences and assist Facility in monitoring the quality of care provided by students.

B. If requested, the University prior to assigning students to the Facility, shall submit a copy of the curriculum and course content to Facility for review.

C. The University shall recommend for clinical experiences only those students who have successfully completed all necessary requirements of the University's program.

D. The University shall inform students of the policies and procedure provided by Facility to the University, and to such other policies, procedures, rules and regulations as the University deems appropriate.

E. The University shall advise Facility of any change in the approval/accreditation of the University.

IV. INSURANCE /LIABILITY

A. Any student injured on Facility premises during scheduled clinical experience will be assessed/rendered emergency care as appropriate through the Facility's available resources. Students are not afforded protection under Facility's worker's compensation or health insurance programs. Any expenses for emergency examination or treatment shall also be borne by the student. It is further understood that all students must possess health insurance satisfactory to Facility, and shall show proof of T.B., Rubeola, and Rubella tests and appropriate inoculations, if requested.

B. It is understood that assigned students are not Facility employees and therefore, are not entitled to any Facility employee benefits, including but not limited to Social Security, Employment Compensation, or Workman's Compensation.

C. Facility shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.

D. A current certificate of Insurance describing professional and general liability coverage maintained by University covering University students and faculty while at Facility with limits of liability coverage not less than $1,000,000 per occurrence, and which meets the requirement of any applicable state law, shall, be submitted to the Facility prior to clinical affiliation, upon request.

V. CONFIDENTIAL INFORMATION

A. Students and faculty shall maintain confidentiality regarding all patient/staff information gained during clinical experience, in accordance with state and federal laws and Facility policies.

B. University and Facility acknowledge that if the Facility is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Student or University personnel have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in Student's assignment at Facility, it is agreed that for HIPAA purposes only such Student and

University personnel are deemed to be part of Facilities' "workforce" and involved in the Facilities' "healthcare operation", as such terms are defined under HIPAA. Student and University personnel shall be subject to Facilities'' policies and procedures governing the use and disclosure of PHI. The parties further agree that the affiliation established by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Facility and Student or between the Facility and the University personnel. University will provide in-service training to Student on HIPAA as needed.

C. Facility reserves the right to review any material intended for publication by faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of Facility.

VI. TERM AND TERMINATION

A. This Agreement shall commence on __August 25, 2014_____for an initial term of one (1) year. This agreement shall be automatically renewed upon like terms for additional one-(1)-year periods until terminated.

B. Either party may terminate this agreement without cause at any time during a term by giving ninety (90) days prior written notice; provided that students assigned to Facility shall be given an opportunity to complete their affiliation, if reasonably practicable.

VII. CLAIMS

If either party becomes aware of a claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

VIII. MISCELLANEOUS

A. No individual will be discriminated against on the basis of race, sex, age, creed, or national origin.

B. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky.

C. Individuals executing this Agreement on behalf of the corporations represent that they have been authorized to do so.

D. Any amendment to this Agreement must be in writing and executed by both parties hereto.

IX. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University:

University of Louisville
Kent School of Social Work
Louisville, KY 40292

Attn: Director, Field Education

Facility:

_Gunnison County_____
_200 E. Virginia_____
_Gunnison, CO 81230_____

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year indicated above.

_____ _____	UNIVERSITY OF LOUISVILLE at Louisville, Kentucky
By: _____	By:_____ Director, Field Education, Kent School of Social Work
By: _____	By: _____ Dean, Kent School of Social Work
	By: _____ University Provost
Date:_____	Date:_____

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