

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2015-1557

DATE: August 5, 2015

REQUESTED ACTION:

County Manager approval of Contract HDC.752 between Brigham Young University Idaho (BYUI) and CCPH and authorization for Public Health Director to execute amendments. The purpose of this agreement is to provide a site for training healthcare professionals. There is no remuneration under this agreement.

Consent Hearing County Manager

BACKGROUND

This agreement allows CCPH to serve as a practicum site for interested students enrolled in BYUI's primary health care-related online programs. These practicums generally consist of a 6-8 week practical learning and working experience. Students completing their required practicum experience with CCPH have the opportunity to gain exposure to the field of public health, a topic not well covered in many health care programs. CCPH is committed to promoting the essential role of public health, as well as supporting the learning experience of our next generation of health care professionals.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	No remuneration
Grant Fund Dollar Amount	
Account	1025, Public Health
Company Name	Brigham Young University Idaho

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathy Smith
Grants Accounting Specialist

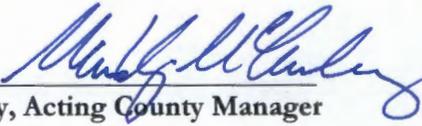


Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, Acting County Manager

DATE: 8/10/15

**Educational Facilities Agreement
Between
Brigham Young University Idaho
And
Clark County Health Department**

HDC.752

This agreement between Brigham Young University Idaho (BYUI) hereinafter referred to as the "Contracting Institution", and Clark County Public Health, hereinafter referred to as "County".

The parties agree as follows:

1. The Contracting Institution and the County enter into this agreement whereby undergraduate and/or graduate mentorship or internship will be offered at the County under the auspices of the Contracting Institution.
2. The Contracting Institution shall undertake the following:
 - a) Assume responsibility for all instruction and administration of the program in nursing, health services, or public health.
 - b) Establish standards for selection and employment of faculty employed primarily to teach students.
 - c) Appoint faculty for student instruction and pay their salaries, and administrative and support costs.
 - d) Provide information regarding dates for instruction, according to the Contracting Institution calendar, and forecasts of students to be assigned to the County.
 - e) Provide a copy of the course curriculum/syllabus to County upon request.
 - f) Assign for instruction in the County only those students who have met the entrance requirements of the Contracting Institution.
 - g) Will not discriminate against any employee or applicant for employment or enrollment in its course of study because of race, color, creed, sex, or national origin in compliance with WAC 246.08.520 of the Washington Administrative Code.
 - h) Self-insure its liability risk pursuant to the Washington State Tort Claims Act (Chapter 4.92 RCW). Claims properly filed against the state are processed as prescribed in the Tort Claims Act.
 - i) Assure all students, regardless of the number of credit hours being taken, are appropriately immunized against vaccine preventable diseases, as recommended by the AICP and policies of the County: measles (rubeola), mumps (infectious parotitis), german measles (rubella), hepatitis B (for individuals who have occupational exposure to blood), influenza (for individuals working with high risk clients or who have underlying medical conditions placing them at increased risk, and chicken pox (varicella). In addition, pneumococcal vaccine (for individuals at high risk), and tetanus diphtheria (Td) are highly recommended
3. The County shall, consistent with its primary obligation to provide services to clients and consistent with its available space, facilities, and staff, undertake the following:
 - a) Provide experience opportunities for students as mutually agreed.
 - b) Accept for basic and/or graduate level professional instruction in health services those students who are enrolled at the Contracting Institution and assigned to the County for a planned experience.

- c) Provide classroom facilities and space for desks for faculty from the Contracting Institution for nursing education, other health sciences, public health and business who are assigned to the teaching unit.
 - d) Maintain its public health services without reliance on assigned students.
 - e) Cooperate with faculty members assigned to the teaching unit in the selection of student learning experiences.
 - f) Provide supplies and equipment for students assigned to the County service units that are also provided staff for similar purposes.
4. The County together with the Contracting Institution shall jointly undertake the following:
- a) Plan for student placement in the County.
 - b) Plan for periodic review of this agreement.
5. Contractor does hereby release, indemnify, and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorneys' fees incurred by County, its elected officials, officers, employees and agents in its defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service or any term or condition pursuant to this Agreement. In making such assurances, Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees or students of the Contractor, and expressly waives immunity under the Industrial Insurance Act as to those claims, which are brought against the County. Provided, however, that this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages of any sort caused by or resulting from the sole negligence of the County, its elected officials, officers, employees, and/or agents.
6. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of this program, other than those expenses defined in any separate agreements that may be made between the parties cooperating in this program.
7. The students assigned to the County shall be and remain students of the defined programs of the Contracting Institution and shall in no sense be considered employees of the County except when they are employed by the County during time free from their educational program. Students and faculty shall adhere to the County's rules, regulations, procedures, and policies during their periods of clinical instruction. The County shall have the right to terminate the use of any of its facilities by any student or faculty member where flagrant or repeated violations of the County's rules, regulations, procedures, and policy occur. Such action will not normally be taken until the grievance against any faculty member or student has been discussed with the appropriate representatives of the Contracting Institution. The County reserves the right to take immediate action where necessary to maintain its operation free from disruption.
8. The Contracting Institution will obtain and retain completed criminal history disclosure statements and conduct Criminal History Background Checks (CBC) on all students, regardless of the number of credit hours being taken, who are placed with the County, in compliance with WAC 246-327-909 of the Washington Administrative Code, and as defined in RCW 43.43.830 through RCW 43.43.842. Contracting Institution will certify to the County that the CBC has

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been done and that a copy of the CBC is on file, and only those students whose background checks reveal no criminal history as outlined in the WAC will be placed in the program with the County.

9. The Contracting Institution will certify to the County, that each student placed with the County, regardless of the number of credit hours being taken, meets the requirements of applicable federal and state laws pertaining to tuberculosis testing. A two-step PPD (TB skin test) is required.
10. The Contracting Institution will certify to the County that each student placed with the County, has had training in confidentiality, bloodborne pathogens, universal precautions, AIDS/HIV training and CPR, as required by applicable federal and state guidelines, and as required by the setting of the placement.
11. With respect to all information relating to CCPH that is confidential and clearly so designated, Student and Contracting Institution agree to abide by the standards of the HIPAA regulations to keep such information confidential and Protected Health Information (PHI) private. School will have Student sign an agreement prepared by CCPH to not use or disclose PHI other than as permitted or required by this agreement or as required or permitted by law.
12. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
13. The Contracting Institution will ensure that student records containing the information described above will be retained for such time as necessary to comply with state and federal regulations. Copies of the records will be available to County, at any time upon written request.
14. All notices or official communications which may be required under this agreement shall be given as follows:

Notice to the Contracting Institution:
Amy R. LaBaugh, Director
Brigham Young University Idaho
Academic Discovery Center

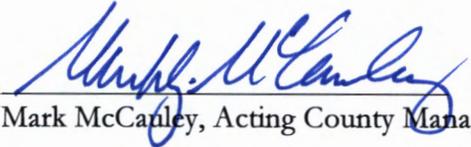
Notice to County:
Kathy Smith, Grant Accounting Specialist
Clark County Public Health
PO Box 9825
Vancouver, WA 98666-8825
(360) 397-8000 x7312

This agreement may be amended by mutual agreement in writing by the officials executing this agreement or their successors, and appended herewith.

This agreement shall become effective on the date of execution and shall continue for five years or until August 1, 2020, provided that either party may terminate the agreement provided notice in writing is given to the other party thirty - (30) days in advance of the proposed termination date.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

By: _____


Mark McCauley, Acting County Manager

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
Prosecuting Attorney

By 
Jane Vetto
Deputy Prosecuting Attorney