

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) SR2015-1564

DATE: September 4, 2015

REQUESTED ACTION:

County Manager approval of Contract HDC.748 between Central Washington University and Clark County Public Health and authorization for Public Health Director to execute amendments. This agreement provides a training site for students enrolled in healthcare programs. There is no remuneration with this agreement.

Consent Hearing County Manager

BACKGROUND

The purpose of this agreement is to provide internships for students enrolled at Central Washington University's healthcare programs. Clark County Public Health partners with a variety of colleges and universities to provide mentoring, internships and practicum experiences for students. These collaborative efforts benefit both the school and the county by providing a forum to promote career fields in public health, and providing students an opportunity to complete course requirements.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

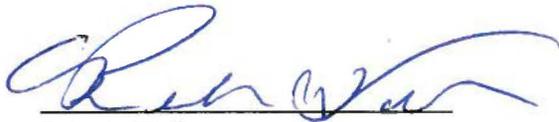
YES	NO	
	X	Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement.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

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

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



Belinda Walker
Grants and Contracts Manager



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: 9/8/15

**Educational Facilities Agreement
Between
Central Washington University
And
Clark County Health Department**

HDC.748

This agreement between Central Washington University hereinafter referred to as the "Contracting Institution", and Clark County Health Department, 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. Each party to this agreement will be responsible for the negligent acts or omission of its own employees, officers, or agents in the performance of this agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement. Contracting Institution is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Contracting Institution and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Contracting Institute will make professional liability insurance available for purchase by its students. Contracting Institution will provide those students who purchase professional liability insurance through it with proof of insurance. In addition, the limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence, and should proof of insurance not meet County approval and satisfaction, County can refuse to accept any student for placement. Students may acquire professional liability insurance through another source. Contracting Institution shall inform all students whom it plans to place at County that: County will accept placement of only those students who are insured against professional liability for actions or inactions occurring in the clinic setting, and students are required to provide County with proof of insurance prior to placement. County facilities are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). County will defend and hold Contracting Institution harmless from any loss, claim or damage arising from the negligent acts and omission of its employees, officers, and agents, including negligence connected with performing its obligations under this agreement.

(County's)
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6. 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 shall have Student sign an agreement prepared by CCPH, that student will not use or disclose PHI other than as permitted or required by this agreement or as required or permitted by law. This Confidentiality Statement is attached hereto and incorporated herein by this reference as Exhibit "B".
7. 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.
8. 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.
9. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
10. 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 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.
11. 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.
12. 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.

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:
Rebecca Pearson, Program Manager
Central Washington University
400 E University Way
Ellensburg, WA 98926
(509) 963-2493

Notice to County:
Kathy Smith, Grants & Contracts
Clark County Health Department
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 last signature and remain in effect for five (5) years. The agreement will be reviewed at the request of either party and may be renewed for additional two-year terms upon the written agreement of both Contracting institution and County.

Either party may terminate the agreement at any time by giving notice in writing to the other party ninety - (90) days in advance of the proposed termination date. Any students enrolled in a learning experience at the time notice of termination is provided shall be allowed to complete his/her learning experience to the extent it can be completed within the ninety-day (90) notice period.

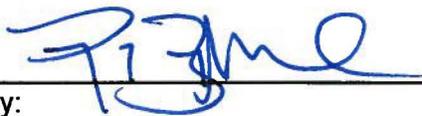
IN WITNESS WHEREOF, County and the Contracting Institution have executed this agreement on the date of last signature.

CENTRAL WASHINGTON UNIVERSITY

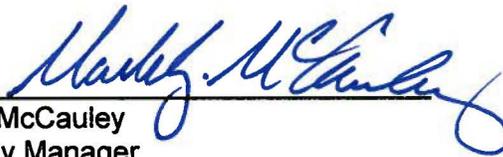
CLARK COUNTY PUBLIC HEALTH

KH 8-10-15

By:



Mark McCauley
County Manager



APPROVED AS TO FORM ONLY
ATHONY F GOLIK
Prosecuting Attorney

By:

Jane Vetto

Deputy Prosecuting Attorney



EXHIBIT B



Clark County Public Health Confidentiality Statement

As a student working at Clark County Public Health, Health Related Programs, you have the responsibility of maintaining the confidentiality of all program/client/patient information and records. By signing this statement, you agree to the following:

- I have read and understand Washington State laws and regulations pertaining to confidentiality of communicable disease test results and surveillance information (RCW 70.24.108, .080, and .084 and WAC 246-101-120, 520 635) and agree to abide by their provisions. (For CD and/or client services staff)
- I have read and understand that the use, disclosure, transmission, or maintenance of Protected Health Information is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services.
- I have read and understand the CCPH confidentiality policy and acknowledge that I understand the policy and the responsibilities delegated to me.
- I have and agree to abide by my specific office policies concerning confidentiality and security.
- I have been informed and understand that all program/client/patient information and records compiled, obtained, or maintained by me in the course of my duties are confidential. I agree not to divulge or otherwise make known to unauthorized persons any information regarding the same, unless so directed by a supervisor acting in response to applicable law or court order.
- In addition, I understand that I am not to read information and records concerning patients and case reports, or any other confidential documents, for my own personal information but only to the extent and for the purpose of enabling me to perform my assigned duties.
- I understand that a breach of security or confidentiality may be grounds for terminating the agreement, which may include termination of clinical experience

program. I further understand that civil and criminal penalties set forth in RCW 70.24.080 and 70.24.084 include for each breach a maximum fine of \$10,000 (which I would be personally responsible for paying) and/or imprisonment for up to one year. I understand that action to impose these penalties against me may be taken by a prosecuting attorney or another party with standing if I am suspected of being responsible for a breach of confidentiality.

- I understand that if I misuse, divulge or breach HIPPA information then I will hold Clark 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 attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

CENTRAL WASHINGTON UNIVERSITY

Signature of Student

Date

Signature of Preceptor

Date