

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 156-14

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: September 2, 2014

Re: Alverno College JoAnn McGrath School of Nursing Educational Affiliation Agreement

Documents Included With This Agenda Item

Council Memo, Resolution/Ordinance, Educational Affiliation Agreement

Supporting documentation includes: None

Executive Summary

A resolution authorizing the City Manager to sign the Educational Affiliation Agreement with Alverno College JoAnn McGrath School of Nursing. The agreement will have an initial term of two years.

Discussion

Alverno College requests the Educational Affiliation Agreement with the City of Columbia's Department of Public Health and Human Services. The Department provides a public health environment to allow advanced practice nursing students to gain clinical experience in a community setting. Nursing students will work in a precepted capacity with department advanced practice nursing staff. The college is responsible for maintaining liability coverage for all students as well as insuring the student's competence to practice.

Fiscal Impact

Short-Term Impact: none

Long-Term Impact: none

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Should the Council agree with the staff recommendations, an affirmative vote is in order.

Legislative History

Similar agreements with other schools of nursing have been in place for many years. However, this is

City of Columbia

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the first agreement with Alverno College JoAnn McGrath School of Nursing,

Stephanie K. Browning

Department Approved

Mike Matt

City Manager Approved

Introduced by _____ Council Bill No. R 156-14

A RESOLUTION

authorizing an educational affiliation agreement with Alverno College JoAnn McGrath School of Nursing to provide health clinical experience and instruction for nursing students.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an educational affiliation agreement with Alverno College JoAnn McGrath School of Nursing to provide health clinical experience and instruction for nursing students. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

ALVERNO COLLEGE JoAnn McGrath SCHOOL OF NURSING
EDUCATIONAL AFFILIATION AGREEMENT

WITH

City of Columbia, MO

This **Educational Affiliation Agreement** (the “**Agreement**”), is made and entered into as of the _____ day of _____, 201_, by and between **Alverno College JoAnn McGrath School of Nursing** (hereinafter the “**SON**”) and The City of Columbia, Missouri on behalf of its Department of Public Health and Human Services (hereinafter the “**Clinical Entity**”).

WHEREAS, the SON offers programs in nursing leading to the bachelors of science in nursing degree, a masters of science in nursing and various certificate programs; and

WHEREAS, the SON desires to provide supervised clinical experience and instruction for its nursing students (hereinafter the “**Students**”); and

WHEREAS, the Clinical Entity, in the interest of furthering the educational objectives of the SON, desires to make its facilities available to the Students for such experience and instruction; and

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

1. Term and Termination of Agreement. This Agreement shall become effective as of the date first written above and shall have an initial term of two years. Thereafter, this Agreement shall be automatically renewed for successive one-year terms unless terminated by either party as provided herein. Either party may terminate this Agreement without cause by giving the other party ninety (90) days written notice at any time.
2. Clinical or Fieldwork Experience. The Clinical Entity shall provide the opportunity for adequately prepared Students of the SON to perform clinical work under the supervision of faculty provided by the SON in accordance with section 4 Planning of Education Program and Section 5 (Instruction and Supervision) of this Agreement (hereinafter the “**Clinical Program**”). Except as noted herein, the Clinical Entity shall not be responsible for the supervision, instruction, or education of the Students but the Clinical Entity shall at all times retain responsibility and authority for the delivery of patient care to its patients.
3. Preceptorships. In some instances, Students will be assigned to work with a Preceptor who is an employee or medical staff member of the Clinical Entity. In that event, the Clinical Entity will retain responsibility and authority for the delivery of patient care to its patients, but also will be responsible for supervision and guidance of the Students who are working directly with a Preceptor.
4. Planning of Educational Program. The SON shall be responsible for the planning, implementation and execution of all educational aspects of its nursing program, including the

Students' clinical nursing experience and instruction and matriculation, grading, promotion and graduation. The SON shall furnish the Clinical Entity with current information about its curriculum and clinical education goals and objectives prior to the start of each Student's clinical experience.

5. Instruction and Supervision. The SON shall provide faculty personnel (hereinafter the "Faculty") who will coordinate the teaching and supervision of Students assigned to the institution. Faculty shall collaborate with the Clinical Entity to plan and implement individual Student assignments. Faculty may consult with Clinical Entity personnel as appropriate in conducting evaluations of Student performance. The Clinical Entity shall be responsible for assigning Students to clinical areas and patients, and, if appropriate, providing an individual preceptor (hereinafter the "Preceptor").

6. Notification of Program Requirements. The SON shall inform the Clinical Entity periodically regarding its academic calendar and course descriptions.

7. Equipment and Use of Facilities. The Clinical Entity shall provide equipment and supplies necessary for the administration of care by the Students. The Clinical Entity may also provide, but is not required to provide, suitable space for conferences connected with the Students' clinical instruction, for use by Faculty and Students. Faculty and Students may use the Clinical Entity's and conference rooms during their clinical experience at their own expense on a space available basis.

8. Orientation for Faculty and Students. The Clinical Entity shall provide orientation for Faculty and Students regarding relevant Clinical Entity information, including policies, procedures, and rules with which Faculty and Students must comply.

9. Compliance with the Clinical Entity Rules. Faculty and Students will comply with all rules and regulations of the Clinical Entity to the extent they are presented at orientation or otherwise made available to Faculty and Students. Upon the Clinical Entity's request, the SON shall withdraw from the Clinical Program any Faculty member or Student who fails to comply with the Clinical Entity's rules and regulations.

10. Confidential Information.

(a) Faculty, Students, and other SON personnel will be informed of their obligation not to disclose any confidential material or information connected with the Clinical Entity or any of its patients. The SON recognizes and acknowledges that by participation of Faculty and Students in the Clinical Program at the Clinical Entity, the SON, its Faculty and Students, shall have access to the protected health information ("PHI") of the Clinical Entity's patients, as defined by the HIPAA Privacy Rule (42 CFR Parts 160 and 164) (hereinafter "Privacy Rule"), after signing agency standard confidentiality form .

(b) The parties agree that the Students will be considered to be part of the Clinical Entity's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or disclosing PHI while participating in the Clinical Program. The parties further agree that this "workforce" designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the

Student and Clinical Entity or otherwise affect any provisions in this Agreement related to the independent status of the Students.

11. Removal of Students from the Clinical Entity. The SON shall remove a Student from the Clinical Entity upon request of the Clinical Entity, if the Clinical Entity determines that because of health, performance, or other reasons, such Student's continued presence at the Clinical Entity is detrimental to the Student and/or any patient of the Clinical Entity or otherwise not in the best interest of the Clinical Entity, in the sole discretion of the Clinical Entity.

12. Immunizations, Health Information and Background Checks. The SON will comply with the Covered Entity's requests for immunizations, health information and background check as needed to fulfill the objectives of this Agreement.

13. Emergency Medical Care: To the extent that Clinical Entity is capable of providing such care, the Clinical Entity shall provide emergency medical care to Faculty and Students who become ill or who are injured while on duty at the Clinical Entity. The SON understands that the cost of such care shall be the responsibility of the individual receiving it.

14. Needle Stick Injury or Blood Borne Pathogen Exposure. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluid of another or other potentially infectious material while participating in the clinical education program at the Clinical Entity, the Clinical Entity agrees to provide the following services:

(a) Have the student seen by the Clinical Entity's employee health service and/or emergency department as soon as possible after the injury;

(b) Initiate the standard protocol for the event at that Clinical Entity, in the usual manner to the extent possible.

(c) The Student will be responsible for the costs of any and all care, testing, counseling and obtaining necessary follow up care.

15. Insurance.

(a) The SON shall provide coverage for each Student under its professional liability insurance policy with limits of \$1,000,000 per incident/\$5,000,000 annual aggregate. The Clinical Entity shall carry general liability insurance consistent with good business practice and professional liability insurance as required from time to time by Missouri law, which currently requires limits of \$1,000,000/\$3,000,000.

(b) The SON will encourage each Student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such Student during his or her participation in the education program. The SON will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage. Students shall not be deemed employees of Covered Entity for any purpose.

(c) Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement.

Neither party will be considered the agent or employee 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.

(d) Nothing contained herein shall be construed to be a waiver of any sovereign, governmental or official immunities of Clinical Entity or its employees, officers or agents.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Missouri without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Clinical Entity or the SON at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Clinical Entity:

Attention: _____

If to the SON:

Attention: Dean Patricia Schroeder
Alverno College
School of Nursing
3400 South 43rd Street
P.O. Box 343922
Milwaukee WI 53234-3922

18. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

19. Non-Discrimination. Each party is separately responsible to comply with any antidiscrimination law that applies to the party's activities under this Agreement. Neither party has a right unlawfully to discriminate against any Student in the Clinical Program.

20. Survival. SON and Clinical Entity expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

21. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

22. Waiver. Neither the waiver by any of the parties hereto of a breach or of a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

23. Entire Agreement and Amendment: This Agreement is the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[*City of Columbia, Missouri*]

ALVERNO COLLEGE

By: _____

Name: Michael Matthes _____

Title: City Manager _____

Date: _____

By: _____

Name: Patricia Schroeder, RN, MSN, MBA, FAAN

Title: Dean of the School of Nursing and Professor

Date: 5/22/14

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor