

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports5

Council to discuss and consider action on an agreement between Western Nebraska Community College & the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Department and authorize the Mayor to execute the agreement.

Staff Contact: Thomas Schingle, Fire Chief

AGREEMENT

This agreement, made this 1st day of August 2019 between Scottsbluff Fire Department, hereinafter called "Clinical Agency," and Western Nebraska Community College for Health Sciences Division, Scottsbluff, Nebraska, hereinafter called "Health Sciences Division, WNCC or College."

Whereas, the Clinical Agency has certain facilities available and desires to provide such facilities to the Health Sciences Division, and

Whereas, the Health Sciences Division has education programs and desires to make use of certain facilities of the Clinical Agency, and

Whereas, the Clinical Agency agrees to provide practical clinical experience in one or more of the following programs as described in item 4 listed below:

1. Practical Nursing Program (PN) with observational experience or WNCC faculty-supervised experience.
2. Associate Degree of Nursing (AD-N) with observational experience, preceptor experience and/or WNCC faculty-supervised experience.
3. Surgical Technical Program (ST) with preceptor experience.
4. Emergency Medical Services Program (EMS) with observational experience, and/or preceptor experience.
5. Phlebotomy Technician (PBT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
6. Medical Lab Tech Program (MLT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
7. Medical Lab Tech Assistant Program (MLA) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.

For purposes of clinical experience, the following definitions shall apply:

- a. **OBSERVATIONAL EXPERIENCE** means an assignment to a facility or unit where student observes the role of the facility and the role of the staff within the facility, but where students do not participate in direct patient/client care. Direct faculty or preceptor supervision is not required for an observational experience."
- b. **PRECEPTOR EXPERIENCE** means an assignment to a facility or unit where the staff member providing direct supervision of the student learning experience is an employee of the agency. The preceptor acts as a facilitator of the student learning and serves as a role model who is immediately available in the clinical setting.
- c. **WNCC FACULTY-SUPERVISED EXPERIENCE** means an assignment to a

facility or unit where a WNCC faculty member directly supervises the student learning experience.

Now therefore, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Clinical Agency requirements for students and faculty include, without limitation (documentation to be maintained by and at the Health Sciences Division and be available upon request):
 - a. Varicella Immunity: One of the following is required:
 - i. History of disease
 - ii. Documentation of immune varicella titer
 - iii. Documentation of 2 doses of varicella vaccine
 - b. Rubella Immunity: One of the following is requires:
 - i. Documentation of immune rubella titer
 - ii. Documentation of at least 1 dose of rubella vaccine.
 - c. TB Skin Test: Documentation of TB skin test completed within the last 12 months.
 - d. Hepatitis B Vaccine: Three (3) doses are recommended, but not required.
 - e. Measles Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune measles (rubeola) titer
 - iii. Documentation of at least one (1) dose of measles vaccine, with two (2) doses recommended.
 - f. Mumps Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune mumps titer
 - iii. Documentation of at least two (2) doses and mumps vaccine
 - g. Tetanus: Documentation of completed primary series and booster dose within ten (10) years is recommended, but not required.
2. Students shall abide by Clinical Agency's flu shot policies.

3. Clinical Agency may request that the Health Sciences Division remove from the program any student whose work, conduct, or health may have a detrimental effect on patients or the Clinical Agency.
4.
 - A. The Health Sciences Division shall inform its students and faculty members of Clinical Agency policies, rules, and regulations that relate to the Program at Clinical Agency, i.e., including, but not limited to, confidentiality, infection control and safety. Health Sciences Division shall ensure that each student participating in the Program at Clinical Agency has passed a recently conducted criminal background check covering a period of at least seven (7) years immediately prior to their arrival at Clinical Agency or the minimum, any misdemeanors, felonies or social security number discrepancies on record, for each city and state the student has resided in over the past seven (7) years. Health Sciences Division shall provide Clinical Agency with verification of such criminal background check, upon request.
 - B. Students and faculty members of the Health Sciences Division shall abide by all applicable policies and procedures of Clinical Agency and all applicable federal, state and local laws, rules and regulations, including all laws pertaining to confidentiality and security of individually identifiable health information (expressly including the HIPAA regulations set forth at 45 CFR Pars 160 and 164, and any policies and procedures related to Clinical Agency electronic medical records system. Students and faculty members of Health Sciences Division shall use appropriate safeguards to prevent the use and/or disclosure of patient identifiable medical information. Any known misuse of patient identifiable medical information shall be immediately reported to Clinical Agency. Any violation of laws, rules or regulations or Clinical Agency policies and procedures and/or willful misconduct or negligence by a student or faculty member, may result in termination of this Agreement.
5. For purposes of this Agreement, the term "Clinical Agency Confidential Information" means all information, in oral, written, visual, and/or other tangible form which may include, but is not limited to, documents, information, techniques, technology, data, samples, substances and materials provided by or on behalf of Clinical Agency in connection with the Program. All Clinical Agency Confidential Information will be disclosed in confidence and trust, and Health Sciences Division, its students and faculty members shall not, directly or indirectly, use this information for any purpose other than participation in this program at Clinical Agency. Further, Health Sciences Division agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of or access to any of the Clinical Agency Confidential Information in any way except with the written consent of Clinical Agency. Health Sciences Division agrees that its faculty, employees and students will employ all reasonable steps to protect Clinical Agency Confidential Information from unauthorized or inadvertent disclosure. The provisions of this Agreement shall not pertain to (a)

information or data that is publicly available other than as a result of any improper disclosure, including, without limitation, a disclosure in violation of any of the terms of this Agreement; or (b) information that is required to be produced or disclosed pursuant to subpoena or other legal process.

6. Health Sciences Division, as well as its faculty and students, acknowledge that Clinical Agency Confidential Information may contain valuable trade secrets of Clinical Agency, which are subject to applicable trade secret laws. Health Sciences Division further acknowledges, on behalf of itself, its faculty members and students, that the unauthorized disclosure, use or disposition of Clinical Agency's Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Health Sciences Division agrees that Clinical Agency shall have the right to seek immediate injunctive relief due to any existing or threatened breach of this Agreement, in addition to any other remedies that may be available at law or in equity.
7. Health Sciences Division shall be responsible for informing its faculty and students who will be participating in the Program at Clinical Agency of Health Sciences Division's obligations under this Agreement, and shall require like obligations of said faculty members and students with respect to Clinical Agency's Confidential Information.
8. The Health Sciences Division and the Clinical Agency will negotiate and determine at least three (3) weeks prior to the commencement of each rotation the number of students who will be using the facilities of the Clinical Agency during that respective period, and of the dates of commencement and completion of such period.
9. The Health Sciences Division shall insure that all of its students, faculty, and all other representatives of the Health Sciences Division, using the facilities of the Clinical Agency, will follow all policies of the Clinical Agency.
10. The Clinical Agency shall have the right to deny the use of its facilities to any student, faculty member, or any other representative of the Health Sciences Division who fails to comply with the Scope of Practice for the student's professional discipline in the State of Nebraska or any policies of the Clinical Agency.
11. The Health Sciences Division shall offer a program of study to its students using the Clinical Agency facilities which will meet the criteria of state or national accreditation required for the student's professional discipline.
12. The Health Sciences Division shall be responsible for providing the necessary faculty for the WNCC faculty-supervised clinical experiences during its use of the Clinical Agency facilities, except for observational and preceptor experiences as outlined on page one (1).

13. Representatives of the Health Sciences Division shall in no way whatsoever be deemed to be employees, servants, agents, or representatives of the Clinical Agency.
14. The Health Sciences Division shall not remove any patient records from the premises of the Clinical Agency.
15. The Clinical Agency shall have the sole and exclusive right and power to supervise and direct the use of Clinical Agency facilities by the Health Sciences Division. The Health Sciences Division shall be responsible for its students, faculty members, or representatives during use of the Clinical Agency facilities by the Health Sciences Division, except as hereinafter provided. Clinical Agency employees shall assume accountability for the overall quality care for each patient assigned to students. Clinical Agency shall provide direction for students and faculty as indicated.
16. The Health Sciences Division shall appoint at least one member of its faculty to meet with departmental administrator of the Clinical Agency's to insure the most efficient use of the facilities.
17. The students and faculty members of the Health Sciences Division shall be entitled to use the conference rooms in a clinical area on arrangement with the departmental administrator of the Clinical Agency.
18. The faculty of the Health Sciences Division shall provide the departmental administrator of the Clinical Agency with information about the numbers of students, the times assigned, learning goals and experiences planned for students assigned to that unit.
19. The Health Sciences Division shall maintain a ratio of faculty to students which is satisfactory to the Clinical Agency to provide safe care and to comply with the policies of the Clinical Agency.
20. Any student or faculty member of the Health Sciences Division using the facilities of the Clinical Agency shall be covered through the College by professional liability insurance or malpractice insurance in the amount of at least \$1,000,000 per occurrence, through a carrier licensed or approved by the state of Nebraska. Proof of such insurance shall be provided to the Clinical Agency by College. The College shall notify the Clinical Agency at least 10 days in advance if the policy is to be canceled or amended to reduce coverage. In addition, Health Sciences Division requires students to carry personal liability insurance.
21. The Clinical Agency shall make the cafeteria/kitchen of the Clinical Agency available to students, faculty members, and representatives of the Health Sciences Division.

22. The students, staff members or representatives of the Health Sciences Division shall not be used as a replacement for the usual staff services required for the care of patients of the Clinical Agency.
23. The Clinical Agency shall permit faculty members of the Health Sciences Division to select patients for clinical experience subject to the rules, regulations, and policies set by the Clinical Agency. The Health Sciences Division reserves the right to select patients, instructors, and students for its program and the circumstances under which its faculty and students will conduct said clinical experience.
24. In the event of a violation of any of the terms and provisions hereof by a party hereto, the other party may give the violating party written notice of such violation and this agreement shall terminate automatically if the violation is not corrected within thirty (30) days after receipt of such written notice by the violating party, provided, however, that the waiver of any of the terms and provisions of this agreement by a party hereto shall not operate or be construed as a waiver of any subsequent violations.
25. Reasonable Cause Drug Testing may be undertaken for a Health Sciences student (PN, AD-N, ST, EMS, PBT, MLT, MLA) when reasonable cause exists that the student is impaired due to drug or alcohol use. Reasonable cause shall be defined as an identifiable impairment as detected by a trained observer as selected by the Clinical Agency and will be carried out in accordance with Drug Test Plan and WNCC policy.
26. This Agreement shall be effective from August 1, 2019 through July 31, 2022. This Agreement shall automatically renew for an additional three (3) year term unless either party gives a one (1) year written notice, which must be received by the other party prior to August 1 for termination to be effective on July 31 of the following year.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hand and seals on this 1st day of August, 20 19.

WESTERN NEBRASKA COMMUNITY COLLEGE

BY: William D. Knapper
 Name: William D. Knapper
 Title: Vice President of Administrative Services

SCOTTSBLUFF FIRE DEPARTMENT

BY: _____
 Name: Raymond Gonzales, Mayor of Scottsbluff
 Representative Scottsbluff Fire Department

cc: John Bishop, Emergency Medical Services Interim Director