

**Educational Facilities Agreement
Between
Clark County
And
Central Washington University
HDC.297**

This agreement between Central Washington University 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 if applicable.
 - 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 working directly with clients, 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 diptheria (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) Subject to the County's own screening process, 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) Maintain its public health services without reliance on assigned students.
 - d) Cooperate with faculty members assigned to the teaching unit in the selection of student learning experiences.
 - e) 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 omissions 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 Institution will make professional liability insurance available for purchase by its students. University 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. University shall inform all students who 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).

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 or volunteers 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 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 working directly with clients, 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. The 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.
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. 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.

12. All notices or official communications which may be required under this agreement shall be given as follows:

Notice to the Contracting Institution:
Toni Burvee, Program Manager
Central Washington University
400 E University Way
Ellensburg, WA 98926-7474
Phone (509) 963-2335

Notice to County:
Tricia Mortell, Program Manager
Clark County Health Department
PO Box 9825
Vancouver, WA 98666-8825
Phone (360) 397-7211

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 May 4, 2009, and shall continue until May 4, 2011, provided that either party may terminate the agreement so long as notice in writing is given to the other party thirty (60) days in advance of the proposed termination date.

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

Attest:

~~BOARD OF HEALTH
FOR CLARK COUNTY, WASHINGTON~~

~~Clerk to the Board~~

~~Marc Boldt, Chair~~

APPROVED AS TO FORM ONLY
ARTHUR D. CURTIS

~~Steve Stuart, Commissioner~~

Attorney

By 
Deputy Civil Prosecutor

~~Tom Mielke, Commissioner~~

TBS
5/7/09
By 
Central Washington University

By 
Bill Barron, Clark County Administrator