



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Division Director

DATE: March 20, 2023

SUBJECT: Agenda item – Memorandum of Agreement with Spring Arbor University Nursing Department; Upon signature - until termination; No monetary exchange.

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH), Community Health Division, requests Board approval of the Memorandum of Agreement with Spring Arbor University (SAU) Nursing Department for preceptor service to advanced students of medicine in need of practicum course work.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Students of SAU will be supervised by JCPH medical providers for a duration agreed upon between supervisors at SAU and JCPH providers. This cooperative relationship between service institution and educational intuition is mutually beneficial.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no fiscal impact.

RECOMMENDATION:

JCPH management requests approval of the Memorandum of Agreement between JCPH and SAU Nursing Department for preceptor service; Upon signature - until termination; No monetary exchange.

REVIEWED BY:


Mark McCauley, County Administrator


Date

3/14/23

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
SPRING ARBOR UNIVERSITY**

This Memorandum of Agreement (this "Agreement") Between Jefferson County ("Agency") and Spring Arbor University ("University"). The Agency and the University agree as follows.

WHEREAS, the University, through its School of Nursing requires the use of clinical laboratory experiences for students in its nursing program, and

WHEREAS, the Public Health Department of the Agency offers clinical laboratory facilities which meet criteria established by the Board of Nurse Examiners for the State of WA for agencies affiliating with nursing education programs, and

WHEREAS, the Agency recognizes that clinical practice under appropriate guidance and supervision is essential for student development of effective nursing skills, clinical judgment, and a sense of professional responsibility, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

BE IT AGREED that the Agency and the University desire to enter into an agreement whereby students in the University nursing program shall receive experiences in practicum courses in the Agency. This Agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Retain control of, and responsibility for, all phases of the nursing education program.
- B. Cooperate with the Agency in making arrangements for the practicum not less than six months prior to the start of each academic term. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- C. Cooperate with the Agency in planning, scheduling and implementing an orientation program for faculty responsible for the practicum.
- D. Provide an orientation for students to assigned units.
- E. Provide the Agency with the following written information two weeks prior to the start of each practicum:
 - 1. Specific days and hours students will be on patient units or service areas.
 - 2. Names of students and responsible faculty.

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3. Objectives of the practicum.
 4. Documentation of professional liability insurance for students and faculty.
 5. State nursing registration number of faculty.
 6. Other appropriate information as requested.
- F. Provide qualified faculty in a faculty-student ratio of at least 1:10.
- G. Plan individualized experiences for students in consultation with appropriate Agency personnel based on the objectives of the practicum and available learning opportunities.
- H. Abide by the written administrative, nursing and medical policies or procedures of the Agency while using its facilities.
- I. Require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:
1. Trained in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
 2. Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
 3. Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
 4. Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.
 5. Vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination.
- J. Maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency (in which the Certificate Holder is identified as "Jefferson County").

II. THE AGENCY SHALL:

- A. Retain full responsibility for patient care and for control of established standards of patient care.
- B. At least six months prior to each academic term, provide the University with the maximum number of students (from all educational programs) that can be assigned to each patient unit and service area during each eight-hour assignment period.
- C. Provide an orientation for faculty assigned to the Agency prior to the practicum subject to conditions in Article I. Section C.
- D. Assist the University faculty in orientation of students to the Agency at a mutually agreed upon time.
- E. Provide, within Agency limitations, conference rooms and lockers requested.
- F. Provide any special clothing required for participation in learning activities in selected patient units and service areas of departments of the Agency.
- G. Reserve the right and authority to request the withdrawal of any faculty or student who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance; or cannot provide safe care due to physical or mental illness.
- H. Permit University faculty to conduct nursing research in accordance with established policies and research protocols of the Agency with prior written approval.
- I. Comply with all applicable federal and state health and safety laws and regulations.
- J. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.
- K. Require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the Agency shall include information regarding:
 - 1. The Agency's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan.
 - 2. The engineering controls used within the Agency's work site.

3. The personal protective equipment available in each of the Agency's work areas.
 4. The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens.
 5. What constitutes an exposure.
 6. The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.
- L. Provide appropriate and readily accessible personal protective equipment at no cost to faculty and students to use in the work site during the clinical training program.
- M. Maintain coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with its membership in the Washington Counties Risk Pool. A copy of the certificate of membership in the risk pool shall be provided to the University.

III. IT IS MUTUALLY AGREED THAT:

- A. Indemnification. The University shall defend, indemnify and hold the Agency, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the negligent acts, errors or omissions of the University in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Agency. Agency agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the University, its officers, officials, employees, agents and volunteers (and their marital communities) the University's liability, including the duty and cost to defend, shall be only for the University's negligence. It is further specifically understood that the indemnification provided constitutes the University's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
- B. Public Records. To the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the University agrees to maintain all records constituting public

records and to produce or assist the Agency in producing such records, within the time frames and parameters set forth in state law. The University further agrees that upon receipt of any written public record request, University shall, within two business days, notify the Agency by providing a copy of the request per the notice provisions of this Agreement;

- C. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Agency Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The University hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

IV. DURATION OF THIS AGREEMENT, TERM, MODIFICATION:

- A. This Agreement is effective as of the date last signed below.
- B. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.
- C. The parties to this Agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- D. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SPRING ARBOR UNIVERSITY
106 E. Main St.
Spring Arbor, MI 49289

By: 
Dawn Schnitkey, Vice President of Finance and Administration
Graduate Nursing Department

Date: 3/1/2023

JEFFERSON COUNTY
1820 JEFFERSON STREET
PORT TOWNSEND, WA 98368

By: _____
Greg Brotherton, Chair
Jefferson County Board of Commissioners

Date: _____

Approved as to form only:

 March 8, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney