

**Carson City  
Agenda Report**

**Date Submitted:** April 28, 2015

**Agenda Date Requested:** May 7, 2015  
**Time Requested:** Consent Agenda

**To:** Mayor and Board of Supervisors

**From:** Health and Human Services (Nicki Aaker)

**Subject Title:** Informational Only: Carson City Health and Human Services (CCHHS) has agreed to provide a training site and preceptor for Frontier Nursing University's nurse practitioner students and other matters properly related hereto. (Nicki Aaker)

**Staff Summary:** This agreement will allow CCHHS to assist Frontier Nursing University, Inc. with its instructional program for the benefit of training nurse practitioner students in women's health.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify): Informational Only

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** Informational Only

**Explanation for Recommended Board Action:** N/A

**Applicable Statute, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** There is no General Fund impact or liability to Carson City.

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** N/A

**Supporting Material:** Frontier Nursing University, Inc. Clinical Affiliation Agreement

**Prepared By:** Nicki Aaker, MSN, MPH, RN

Reviewed By: M. Coker  
(Department Head)  
Wickham  
(City Manager)  
[Signature]  
(District Attorney)  
Michael A. White  
(Finance Director)

Date: 4/28/15  
Date: 4/28/15  
Date: 4/25/15  
Date: 4/28/15

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## Frontier Nursing University, Inc.

### CLINICAL AFFILIATION AGREEMENT

WHEREAS, Frontier Nursing University, Inc. ("FNU") currently is conducting community-based education programs and desires to obtain clinical education and experience for the students (the "FNU Students") enrolled in these programs; and

WHEREAS, \_\_\_\_\_ ("Agency") is offering medical services and is willing to participate in the clinical education of the FNU Students;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, FNU and the Agency hereby agree as follows:

1. From time to time, FNU and the Agency may mutually agree that one or more of the Agency's clinical sites may serve as a clinical practice and education area for the FNU Students in such numbers and at such times as FNU and the Agency may agree, taking into consideration the Agency's available staff and space (the "Agency Program"). The Agency's designated professional staff shall determine and communicate to FNU the nature and scheduling of each FNU Student's clinical education at the Agency.
2. The FNU Students shall work under the supervision of the Agency's designated professional staff. The Agency agrees to:
  - (a) Provide clinical experience according to the requirements of FNU and the applicable credentialing bodies for the respective FNU Students;
  - (b) Provide evaluation of student progress and development by faculty preceptors certified in their specialty area.
3. FNU agrees to keep the Agency informed of the level of training each FNU Student has received outside of the Agency.
4. FNU will maintain a record of the student's current immunizations and shall obtain student permission to submit data to the Agency upon request. Upon arrival at the Agency, each FNU Student shall submit to any reasonable health screening as the Agency routinely requires beyond that required by FNU.
  - A. Each participating student's record will document:
    - (a) Evidence of immunity to measles, mumps, and rubella by vaccination or other medically accepted criteria,
    - (b) Current immunity status regarding varicella (chicken pox),
    - (c) Completion of a negative mantoux test,
    - (d) Proof of Hepatitis B Immunization or declination of vaccine.
  - B. Students without such documentation or those with a positive mantoux test must receive specific medical clearance from the Agency prior to participation in the Agency Program or may be denied participation at the Agency's discretion.

5. FNU agrees to request that student complete a criminal background check within 12 months of student attending the Agency clinical site. No student with a felony criminal history shall be placed at the Agency. Additionally FNU shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>) and the General Services Administration Excluded Parties List (<http://epls.arnet.gov/>) for any students providing treatment, care or services at the Agency. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

6. While receiving clinical education at the Agency as FNU Students,
  - a. shall abide by the Agency's rules, regulations, protocols, and procedures;
  - b. are not to be considered employees of the Agency for any purpose whatsoever;
  - c. shall not be covered by the Agency's social security, unemployment compensation, or workers' compensation coverage; and
  - d. shall be responsible for their own medical and dental care, but they shall have no right to receive medical or dental care from the Agency solely by virtue of their participation in the Agency Program;
  - e. shall wear a photo identification badge at all times while on the Agency's premises. This photo identification badge will be supplied by FNU unless the Agency prefers to supply another Agency identification badge at its discretion;
7. The Agency is under no obligation to pay the FNU Students for their services in the Agency Program;
8. The Agency shall have the right to direct FNU to immediately withdraw an FNU Student from the Agency Program for cause as determined by the Agency.
9. Nothing in this Agreement shall be construed to shift the ultimate responsibility for patient care from the Agency, its physicians and its other health care professionals.
10. In the event the Program involves the on-site presence of a faculty member of FNU, such faculty member shall be subject to all of the provisions of this Agreement that pertain to FNU students.
11. FNU hereby agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments thereto; and agrees to inform all its students and faculty members of these requirements. In addition, the FNU will provide instruction to the FNU students and faculty in safeguarding the privacy of Protected Health Information (PHI); and will maintain verification of such training on file until such time as the student is no longer enrolled or the faculty member is no longer employed. The FNU student and faculty member shall comply with all privacy policies of the Agency and the Agency shall provide to all FNU students and faculty members access to a copy of its privacy policy when a student is assigned to the Agency and/or the faculty member is on site.

12. The Agreement shall be effective when executed by both parties. This Agreement is in effect for a three (3) year term, but may be terminated by either party by thirty-(30) days written notice to the other. This Agreement may be amended or renewed only in writing, signed by both parties.
13. The Agency shall, at the Agency's expense, maintain a program of insurance and/or self-insurance, against liability claims, including professional liability claims, for injury or damage to persons or property. The Agency's program of insurance and self-insurance shall be funded and administered in a manner commercially reasonable for an organization such as the Agency and shall provide for liability insurance and/or self-insurance of not less than \$1 Million Dollars (\$1,000,000) per claim and \$3 Million Dollars (\$3,000,000) in the aggregate.
14. FNU shall, through FNS, Inc., at FNU's sole expense, maintain a program of insurance and/or self-insurance against liability claims, including professional liability claims, for injury or damage to persons or property. FNS's program of insurance and/or self-insurance shall provide coverage for the FNU Students while they are at the Agency, shall be funded and administered in a manner commercially reasonable for an organization such as FNU, and shall provide for liability insurance and/or self-insurance of not less than \$1 Million Dollars (\$1,000,000) per claim and \$3 Million Dollars (\$3,000,000) in the aggregate.
15. Each party, upon the request of the other party, shall provide a Certificate of Insurance evidencing its insurance coverage with respect to liability claims for injury or damage to persons or property. Each party shall endeavor to provide the other party at least thirty (30) days prior written notice of expiration, termination or non-renewal of its insurance coverage.
16. FNU will defend, indemnify and hold the Agency harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) to the extent caused solely by the negligence of FNU, its agents, employees or students in connection with this Agreement or by any breach or default in the performance of the obligations of FNU hereunder. The provisions of this paragraph shall survive termination of this Agreement.
17. The Agency will defend, indemnify and hold FNU harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) to the extent caused solely by the negligence of the Agency, its agents, employees or students in connection with this Agreement or by any breach or default in the performance of the obligations of the Agency hereunder. The provisions of this paragraph shall survive termination of this Agreement.
18. Neither party will discriminate against any person because of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations.

IT IS SO AGREED, by and between the parties on the date opposite each signature.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

✓ Agency Name: \_\_\_\_\_

✓ Street: \_\_\_\_\_

✓ City/Town: \_\_\_\_\_

✓ State and Zip Code \_\_\_\_\_

✓ Primary Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRONTIER NURSING UNIVERSITY, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Susan E. Stone, DNSc, CNM, FACNM  
President and Dean  
Frontier Nursing University, Inc.  
195 School Street  
Hyden, KY 41749

Primary Contact Person - Credentialing Coordinator Frontier  
Nursing University, Inc. Phone:  
(859) 253-3637  
Fax: (859) 899-2588