

**Educational Facilities Agreement
Between
Partners in Careers
And
Clark County Public Health**

HDC.918

This agreement between Partners in Careers, 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 upon request.
 - 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) Verify that all students, regardless of the number of credit hours being taken, are appropriately immunized against vaccine preventable diseases, as stated in Clark County Public Health's Immunization and Immunity Policy. This Immunization and Immunity Policy is attached hereto and incorporated herein by this reference as Exhibit "B".
 - j) Contracting Institution will automatically provide, with student consent, information to County regarding student status concerning the above requirements. If student does not provide consent to produce immunization records they are not eligible for intern placement with Clark County Public Health.
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) 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) Provide classroom facilities and space for desks for faculty from the Contracting Institution for nursing education, other health sciences, public health and business who are assigned to the teaching unit.
 - d) Maintain its public health services without reliance on assigned students.
 - e) Cooperate with faculty members assigned to the teaching unit in the selection of student learning experiences.
 - f) 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 Party nor does either Party assume 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.
- a) County shall maintain liability coverage for it and its employees, officers, and agents in the performance of this Agreement.
 - b) County will accept placement of only those students who are insured against liability for their actions or inactions occurring in the clinical setting. Contracting Institution does not cover students for liability, therefore, students participating in the clinical education program will purchase their own insurance, either a student medical malpractice policy offered through Washington State University, or acquired by the student through another source. Certificates of such coverage purchased by the student will be provided to County upon request. Should proof of insurance not meet with County's approval and satisfaction, County can refuse to accept the student for placement.
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 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 while the Students are engaged in their periods of clinical instruction at County facilities. The County

shall have the right to terminate the use of any of its facilities by any student where flagrant or repeated violations of the County's rules, regulations, procedures, and policy occur. Such action will not normally be taken until the grievance against any 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 shall ask each student who may be placed at County to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 through 43.43.838, to release a copy of that record to the Contracting Institution, and to authorize the Contracting Institution to transmit that record or copy thereof to County. Before the start of training, Contracting Institution will provide County with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to County. The students will be informed that, whether or not they agree to obtain the record and agree to release it to County, County may conduct the background inquiry directly and the County may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.
9. The Contracting Institution will obtain evidence that each student to be 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. Contracting Institution will provide, upon request and with student consent, information to County regarding student status concerning the above requirements.
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. With respect to all health care information relating to County that is confidential and clearly so designated, Student and Contracting Institution, agree to abide by the standards of the HIPAA regulations to keep such information confidential and Protected Health Information (PHI) private. Solely for the purposes of defining the students' role in relation to the use and disclosure of County's protected health information, as that term is defined in 45 CFR parts 160 and 164, the students are defined as members of the County's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees or volunteers of the County, nor are the student's agents of the County by virtue of this provision. Contracting Institution will notify each Student to be placed with County that the County requires them to sign an agreement prepared by County, that student will not use or disclose PHI other than as permitted or required by this agreement or as required or permitted by law. This Confidentiality Statement is attached hereto and incorporated herein by this reference as Exhibit "A".
12. 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 in accordance with the Family Education Rights and Privacy Act (FERPA). County agrees to treat all student records confidentially and not to disclose student records except to School and County officials who have a legitimate need to know consistent with their responsibilities.

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

Notice to the Contracting Institution:

Partners in Careers
Morgan Parker
3210 NE 52nd Street
Vancouver, WA 98663
(360) 696-8417 ext. 129

Notice to County:

Clark County Public Health
Grants & Contracts
PO Box 9825
Vancouver, WA 98666-8825
(360) 397-8226

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 on the date of execution and shall continue for five years or until 3/29/2022 provided that either party may terminate the agreement provided notice in writing is given to the other party thirty - (30) days in advance of the proposed termination date. However, unless such termination is caused by program cuts due to budgetary reasons, it shall not become effective for the students then enrolled in the clinical education internship at the County, if such termination prevents the completion of the requirements for their clinical education program.

IN WITNESS WHEREOF, County and the Contracting Institution have executed this agreement on the date of last signature.

PARTNERS IN CAREERS

CLARK COUNTY PUBLIC HEALTH

DocuSigned by:
Sharon Pesut 3/6/2017

Sharon Pesut
Executive Director

Mark McCauley
County Manager

APPROVED AS TO FORM ONLY
ATHONY F GOLIK
PROSECUTING ATTORNEY

DocuSigned by:
Jane Vetto 3/6/2017

Jane Vetto, Senior Deputy Prosecuting Attorney



EXHIBIT A

Clark County Public Health Confidentiality Statement

As a student working at Clark County Public Health, Health Related Programs, you have the responsibility of maintaining the confidentiality of all program/client/patient information and records. By signing this statement, you agree to the following:

- I have read and understand Washington State laws and regulations pertaining to confidentiality of communicable disease test results and surveillance information (RCW 70.24.108, .080, and .084 and WAC 246-101-120, 520 635) and agree to abide by their provisions. (For CD and/or client services staff)
- I have read and understand that the use, disclosure, transmission, or maintenance of Protected Health Information is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services.
- I have read and understand the CCPH confidentiality policy and acknowledge that I understand the policy and the responsibilities delegated to me.
- I have and agree to abide by my specific office policies concerning confidentiality and security.
- I have been informed and understand that all program/client/patient information and records compiled, obtained, or maintained by me in the course of my duties are confidential. I agree not to divulge or otherwise make known to unauthorized persons any information regarding the same, unless so directed by a supervisor acting in response to applicable law or court order.
- In addition, I understand that I am not to read information and records concerning patients and case reports, or any other confidential documents, for my own personal information but only to the extent and for the purpose of enabling me to perform my assigned duties.
- I understand that a breach of security or confidentiality may be grounds for terminating the agreement, which may include termination of clinical experience program. I further understand that civil and criminal penalties set forth in RCW 70.24.080 and 70.24.084 include for each breach a maximum fine of \$10,000 (which I would be personally responsible for paying) and/or imprisonment for up to one year. I understand that action to impose these penalties against me may

be taken by a prosecuting attorney or another party with standing if I am suspected of being responsible for a breach of confidentiality.

- I understand that if I misuse, divulge or breach HIPPA information then I will hold Clark County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.
- All required immunizations, proof of immunity and screenings should be provided or initiated within 10 days of their start date and results need to be entered into the CCPH Employee database and hard copies filed in the students file.
 - NOTE: see CCPH Immunization and Immunity Policy for a list of required immunizations and screenings by job type.

Partners in Careers

Signature of Student

Date

Clark County Public Health


Signature of Preceptor

Date

EXHIBIT B

Clark County Public Health
 1601 E Fourth Plain Blvd.
 PO Box 9825
 Vancouver, WA 98666
 360-397-8000

POLICY

| | | | |
|------------------------------------------------|------------------------------------------------------------------------------------|-----------------------|------------|
| Title: | Immunization and Immunity Requirements | No.: | POL 014 |
| Manager: | Monica Czaplá | Next Review | 8/7/2016 |
| Program(s): | Department Wide | Original Date: | 12/26/2002 |
| Administrator/Health Officer Signature: |  | Revision Date: | 8/7/2015 |

PURPOSE:

To establish disease immunity requirements for designated Clark County Public Health (CCPH) staff. Completion of the requirements outlined in this policy is a condition of work at CCPH. Failure to comply could lead to discipline up to and including termination of employment.

DEFINITION OF TERM:

| | |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------|
| BAMT | Blood Assay for Mycobacterium Tuberculosis |
| CCPH | Clark County Public Health |
| CD | Communicable Disease |
| Employee | Includes only employees and temporary employees on payroll through |
| MMR | Measles, Mumps, and Rubella |
| OPIM² | Other potentially infectious material |
| OSHA | Occupational Safety and Health Administration |
| Staff | Includes employees, temporary employees, students, interns and |
| TB | Tuberculosis |
| Tdap | Tetanus, Diphtheria, and Acellular Pertussis Vaccine |
| Titer | Testing vaccine titers is done through a blood test that can identify the presence of antibodies induced by vaccinations |
| TST | Tuberculin skin test |
| WAC | Washington Administrative Code |

POLICY STATEMENT:**I. Vaccine & Immunity Requirements for All CCPH Staff:**

- a. All CCPH staff are required to show proof of immunity to the vaccine preventable diseases listed in Table 1.
 - 1) CCPH employees:

- i. Need to provide proof of immunity for all immunity requirements listed in Table 1 within 10 days following their start date. If unable to demonstrate proof of immunity, the employee needs to initiate missing vaccinations, get a titer, or submit a medical or religious exemption form verified by a health care provider also within 10 days following their start date.
- ii. Subsequent vaccines included in a series should be completed according to ACIP recommendations.
- iii. Will be provided with one hour of work time to attend appointments and obtain the required vaccinations and screenings outlined in this policy.

2) Students, interns and volunteers:

- i. Are required to show proof of immunity prior to their start date.
- b. Managers will refer new staff to the Immunization Program Public Health Nurse on their first day of work for assessment of immunity status based on records provided by the staff.
- c. Staff are responsible for all costs associated with receiving these vaccines or proof of immunity, unless they are provided in a special clinic sponsored by CCPH. To obtain these vaccines or proof of immunity refer to your health care provider.

TABLE 1. Required Proof of Immunity Options

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Measles, Mumps, Rubella (MMR) |
| <input type="checkbox"/> Documentation of 2 doses of vaccine, OR <input type="checkbox"/> Laboratory results proving immunity |
| Tetanus, Diphtheria, Pertussis (Tdap) |
| <input type="checkbox"/> Documentation of 1 dose of Tdap, AND <input type="checkbox"/> Documentation of 1 dose of Td every 10 years thereafter |
| Varicella |
| <input type="checkbox"/> Documentation of 2 doses of vaccine, OR <input type="checkbox"/> Laboratory results proving immunity, OR <input type="checkbox"/> Diagnosis or verification of a history of HZ or varicella disease by a health care provider |
| Influenza |
| <input type="checkbox"/> Documentation of one dose annually during influenza season as defined by the Health Officer or epidemiology |

II. Additional Requirements (*applicable to certain program staff only*):

- a. Required Hepatitis B immunizations and TB screening are guided by specific WAC & OSHA regulations.
- b. The Manager is responsible for determining risk for Hepatitis B and TB exposure for all staff in their programs based on job functions.

- 1) Staff considered at risk for Hepatitis B through occupational exposure to blood or OPIM include public health nurses, medical assistants, and any staff clinical specimens visibly contaminated with blood; give injections or work at the syringe exchange clinic.
 - 2) Staff considered at risk for TB exposure include any staff working in the TB program with direct client contact.
- c. The Manager will complete the “Occupational Risk Factors” section on form POL-013-F1 titled “Employee Disease Immunity Status Record” for all staff new to their program.
- d. **Hepatitis B:**
- 1) All employees identified as being at risk for Hepatitis B will be offered Hepatitis B vaccine and/or post-vaccine serology within 10 days of initial assignment, unless:
 - i. Employee previously received series and antibody testing shows immunity.
 - ii. Employee had prior infection and antibody testing shows immunity.
 - iii. Medical reasons prevent employee from receiving the vaccine.
 - iv. Employee chooses to not receive the vaccine or post-vaccine serology.
 - 2) Employees will be referred to Columbia River Occupational Health for Hepatitis B vaccine and post-vaccine serology. The cost of these services will be covered by CCPH (refer to form POL-013-F2 titled “Columbia River Occupational Health Referral”).
 - 3) If an employee at risk for Hepatitis B declines to receive the Hepatitis B vaccine, they must sign the declination statement in POL-013-F1. An employee may however request the Hepatitis B vaccine later at no cost. CCPH will not be responsible for providing Hepatitis B vaccine or post-vaccine serology following employment separation from CCPH.
 - 4) Hepatitis B vaccine and post-vaccine serology are not recommended for employees who are not at risk for Hepatitis B through occupational exposure to blood or OPIM. However, vaccine will be provided to all employees who consider themselves to be at risk of occupational exposure to blood or OPIM.
 - 5) Volunteers, students and interns at risk for Hepatitis B are required to provide proof of immunity prior to their start date at CCPH and are not eligible for free Hepatitis B vaccine and serology.
 - i. Exception: Volunteers at the syringe exchange clinic may qualify for state-supplied Hepatitis A/B vaccine, if it is available.
 - 6) Staff who lack demonstrated immunity to Hepatitis B will be assigned to tasks with minimal risk of exposure to bloodborne pathogens until they prove immunity or sign the declination form.
 - 7) Refer to the Clark County policies titled, “Bloodborne Pathogens” and “Bloodborne Pathogens – Health Department” for additional information on response to bloodborne pathogens and OPIM exposures.

e. Tuberculosis:

- 1) Initial and annual screening for TB along with any associated follow-up will be performed as outlined in the policy titled “Tuberculosis Infection Control and Surveillance”.
- f. Employees have the option to go to their own health care provider for Hepatitis B vaccination, post-vaccine serology or TB Screening. Employees who choose this alternative will be responsible for covering the associated costs and must provide verification of all required results to the Immunization Program Public Health Nurse.
- g. The Immunization Program Public Health Nurse will maintain records of vaccination history, any post vaccine serology, or TB screening in the employee’s immunity file.

III. Vaccine Exemptions:

- a. All employees have the right to refuse immunization requirements set forth in this document for medical reasons or religious beliefs, subject to specific requirements contained in the employee’s position description (see POL-013-F1 section “Statement of Exemption”).
 - 1) Medical exemptions: the employee must provide documentation that a health care provider verified the medical exemption.
 - 2) Religious exemptions: the employee must complete the declination form annually.
- b. The Health Officer has the authority to exclude un/under-immunized employees from regular duties or from work during outbreaks or other situations that put the employee or the public at risk.
- c. Employees excluded from work will use vacation or leave without pay.
- d. The Immunization Program Public Health Nurse will maintain a copy of the declination statement in the employee’s immunity file.

REFERENCES:

1. Immunization of Health-Care Personnel: Recommendations of the Advisory Committee on Immunization Practices. MMWR, 2011; 60(7):1-48.
2. Recommended Adult Immunization Schedule – United States, 2014.
3. WAC 296-823: Occupational Exposure to Bloodborne Pathogens.
4. OSHA 1904.11: Recording criteria for work-related tuberculosis cases.
5. Clark County Airborne Pathogens (Tuberculosis): Clark County Public Health Addendum – Tuberculosis Infection Control and Surveillance.

EMPLOYEE EDUCATION AND TRAINING:

Training on this policy will be provided to all employees, temporary staff, students, interns and volunteers upon hire, and thereafter as needed.

REVISION HISTORY:

| Date | Item |
|-------------|------------------------------------------------------------------------------------------------------------------------------------|
| 12/26/2002 | Reviewed by Dr. Karen Steingart |
| 04/15/2005 | Reviewed by Dr. Justin Denny |
| 01/27/2006 | Reviewed by Dr. Justin Denny |
| 10/22/2009 | Reviewed by Dr. Alan Melnick |
| 08/02/2011 | Approved by Dr. Alan Melnick |
| 12/30/2013 | Added links to reports and forms L. Denos |
| 12/20/2014 | Revised by Monica Czapla – amended format. |
| 7/29/2015 | Revised by Monica Czapla – added varicella requirement, updated references, revised content to make more concise and improve flow. |