

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Agreement for Affiliation of Students for Clinical Experience

DATE: 07/18/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: July 18, 2022

PURPOSE:

Seek commission approval of the Clinical Agreement with Piedmont College for Habersham County Emergency Services to serve as a clinical site for the students.

BACKGROUND / HISTORY:

- In the past, students in the Athletic Training Program have ridden with the Captain's vehicle as part of their clinical education.
 - This provides an opportunity for other health care professionals to experience the pre-hospital environment.
 - Positive community/public relations opportunity between the county and the school.
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FACTS AND ISSUES:

- The agreement does not specify Athletic Training students, so as to be open should the nursing program need / want to have their students complete any clinical training with HCES.
 - The students primarily observe only, however, there have been instances on more serious calls to assist with patient care.
 - The students are in their Junior or Senior year of the Athletic Training program.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

Recommend approval of the Clinical Agreement with Piedmont College for students in a healthcare related program to use Habersham County Emergency Services as a clinical site.

DEPARTMENT:

Prepared by:

Director: ____Jeffrey D. Adams_____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager



AGREEMENT CONCERNING

AFFILIATION OF STUDENTS FOR CLINICAL EXPERIENCES

This is an Agreement on the part of Habersham County hereinafter referred to as “Facility”, and PIEDMONT UNIVERSITY, hereinafter referred to as “University”.

Unless sooner cancelled as provided below, the term of this affiliation for clinical practicums shall be a three-year contract commencing on July 8th 2022 and ending on July 8th 2025.

In consideration of the promises, agreements, covenants, and provisions hereinafter contained, the parties by their respective boards and duly authorized representatives, have agreed and do hereby agree, each with the other as follows:

A. PURPOSE

- (1) The purpose of this Agreement is to guide and direct the parties respecting their affiliation and working relationship inclusive of anticipated future arrangements and agreements in furtherance thereof. Whereas the University and the Facility has a mutual interest in providing high quality clinical learning experiences for students in the University’s College of Nursing and Health Sciences, while at the same time enhancing the resources available to the Facility for providing health care to its clients.
- (2) Neither party intends for this Agreement to alter in any way their respective legal rights under Georgia state law or to external associations or other external legal obligations.

B. GENERAL UNDERSTANDING

- (1) The content and requisites for each course and its related clinical practicum’s is retained by the University while final acceptance of the clinical practicum will be by mutual consent of the Facility and the University. The starting and ending date for each clinical practicum shall be agreed upon by mutual consent no later than one month before the practicum commences.
- (2) The number of students designated for participation in a clinical practicum will be determined by mutual agreement of both the University and Facility. All student

participants must satisfy the academic and competency requirements imposed by the University and must be mutually acceptable to both parties. Either party, University or Facility, may recommend withdrawal of a student during a clinical practicum for:

- (a) reasons of incompetency.
 - (b) failure to comply with the rules or policies of either the University or Facility or for any other reason if either party reasonably believes that it is not in the best interest of the Program for the students to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal. The Facility will have no obligation to accept students who decline to authorize release of health records.
 - (c) or for any other reason that the University believes to be in the best interest of the University's College of Nursing and Health Sciences.
- (3) There shall be no discrimination on the basis of race, national origin religion, creed, sex, age or handicap in either the selection of students for participation in the program or any aspect of the clinical practicum provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodations, in and of itself preclude the student's effective participation in the Program.
- (4) Either party signing this Agreement may call a meeting to resolve any problems or develop improvements in the clinical experiences of the students and both parties pledge to respond promptly to any such requests.

C. FACILITY RESPONSIBILITIES

- (1) The Facility will retain responsibility for the care of client's and maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct, and indirect of patients. The Facility shall not permit students to participate in any tasks prohibited by the University's designated nursing and health sciences faculty, unless written permission to do so is obtained from the University's College of Nursing and Health Sciences.
- (2) The Facility will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed and discussed by both parties in cooperative planning by the Facility's staff and the University's College of Nursing and Health Sciences faculty.
- (3) The Facility shall, upon request, assist the University's College of Nursing and Health Sciences in the evaluation of the learning and performance of participating students in the clinical practicums. Any evaluation of students by the Facility shall relate only to general

student participation in the Program, and shall in no way be construed as a certification by the Facility as to the competence of and student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the Program.

- (4) Subject to the Facility's overall supervisory responsibility for client care, it may permit the University's College of Nursing and Health Sciences licensed faculty members to provide such client services at the Facility as may be necessary to teaching purposes. The nature and scope of activities of University faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability insurance, licensure and certification, and compliance with all Facility rules, regulations, and policies governing clinical privileges. If Faculty participation at the Facility other than as a Supervisor for the purpose of the Program is so authorized, it must not be a substitute for adequate staffing at the Facility.
- (5) The Facility will use its best efforts to make conference space classrooms available as may be necessary for teaching and planning activities in connection with clinical practicum's.
- (6) The Facility shall provide for the orientation of both the University's College of Nursing and Health Sciences faculty and participating students as to the facilities, philosophies, rules, regulations, and policies of the Facility.
- (7) The Facility shall present to the University's College of Nursing and Health Sciences written policies, rules, and regulations of the Facility, and any such documents distributed to participating students and the University's College of Nursing and Health Sciences faculty, and will also provide the University, in writing, any changes to said documents.
- (8) The University and the Facility acknowledge and agree that student or faculty participants in the Program are not employees of the Facility by reason of such participation, and that the Facility assumes no responsibilities as to the participants that may be imposed upon an employer under any law, regulation or ordinance. Program participants shall in no way hold themselves out as employees of the Facility. Neither party to this Agreement is an agent, employee or servant of the other.

D. UNIVERSITY RESPONSIBILITIES

- (1) The University will exercise maximum effort to assure that students selected for participation in clinical practicum's are appropriately prepared for the clinical experience

and that clinical practicum's are conducted in such a manner as to enhance patient care. The University will retain ultimate responsibility for the education of its students.

- (2) Prior to the commencement of a clinical practicum, the University will, upon written request, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of student participants, but only if the student signs the appropriate waiver form.
- (3) The University will not assign any faculty member to the Facility for supervision of clinical practicum's who is not appropriately licensed and will keep evidence of current licensure of all faculty on file. Upon written request, Facility may obtain documentation of said current licensure.
- (4) The University will require all participating students to maintain proof of current health and accident insurance. Both faculty and students must maintain current professional liability insurance, and documentation of such proof will be provided Facility upon written request.
- (5) The University will strongly encourage student compliance with Facility's rules, regulations, and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his/her responsibility:
 - (a) To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.
 - (b) To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
 - (c) To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (d) To conform to the standards and practices established by the University while in the clinical practicum at the Facility.
 - (e) To keep in confidence all medical and health information of in the Facility.
- (6) Upon admission to the College of Nursing and Health Sciences, the University will require students to provide documentation of a clinical background check and drug screen through a College of Nursing and Health Sciences selected agency, current physical examination and test results that include, but is not limited to the following:
 - (a) Overall health status
 - (b) Hepatitis vaccination
 - (c) PPD tuberculin test.

Documentation of such information, shall, upon written request, be made available to the

Facility, but only with a privacy waiver signed by the student. The University may agree to have such examinations performed by the Facility. The University will require all participants at the time of enrollment in the Program to undergo Rubella and measles tests or documentation of immunization. No participant shall be permitted to carry on any activities in proximity with Facility patients if the participant is ill or unwell in any way and such illness poses a direct threat to the health or safety of others.

E. MUTUAL RESPONSIBILITIES

- (1) The parties will work together to maintain an environment of quality clinical learning experiences and quality patient care. At the instance of either party, a meeting or conference will be promptly held between University Nursing and Health Science faculty and Facility representatives to resolve any problems or develop any improvements in the proposed clinical practicums.
- (2) Unless sooner cancelled as provided below, the term of this affiliation for clinical practicums shall be a three-year contract commencing on July 8th 2022 and ending on July 8th 2025. This working relationship and affiliation may be renewed by mutual consent of both parties. It may also be terminated at any time by either party upon not less than ninety (90) days written notice in advance of the next clinical experience. The University may terminate the Agreement if Facility fails meet any of the above conditions, or if the University is incapable of continuing the clinical experiences for budgetary or other administrative reasons as determined by the University's duly authorized representatives.
- (3) The University and Facility acknowledge and agree that neither party shall responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the Program unless such loss, injury or damage results from the negligence or willful conduct of that party, its officers or employees. The Facility and the University agree that no participants shall be permitted to engage in any aspect of patient care for which they are not trained or certified by the University.
- (4) No provision of this Relationship shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Facility medical staff from designating any patient as a non-teaching patient.
- (5) There shall be no monetary consideration paid by either party to the other, it being acknowledged that the Program hereunder is mutually beneficial. The parties will cooperate to promote an environment that will maximize the mutual benefits to the clinical experiences and patient care.
- (6) This relationship is intended solely for the mutual benefit of the parties hereto, and there

is no intention, express or otherwise, to create any rights or interests for any party or person other than Facility and University: without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.

- (7) Facility and University acknowledge that protection of participants in the Program from exposure to blood borne pathogens is the joint concern of Facility, University and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, airways, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's Program. Facility shall provide participants with education regarding blood borne pathogens appropriate to the participant's clinical training at Facility, and, shall maintain documentation of such education.

University shall, to the extent required by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. In the event of an exposure, Facility will use its best efforts to appropriately test the source test the source patient and to obtain that patient's consent to disclosure of test results to University. Unless otherwise required by law, Facility shall have no obligation to offer appropriate testing to the affected participant, provide appropriate medical care and counseling, or record keeping.

SIGNATURE PAGE

In witness whereof, the University has caused this Agreement to be subscribed in its behalf by its duly authorized officer, and the Facility has caused this Agreement to be subscribed in its behalf by its duly authorized officer.

CLINICAL FACILITY:

Habersham County

130 Jacob's Way, Suite 301

Clarkesville, GA 30523

(706) 839-0200

Commissioner Bruce Palmer

Date

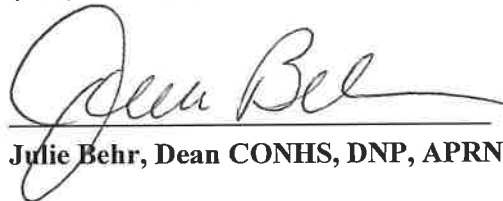
PIEDMONT UNIVERSITY

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Julie Behr, Dean CONHS, DNP, APRN-BC

7/7/22
Date

