



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: July 23, 2019

Originating Department: Klamath County Public Health

Issue: In the matter of approving the Experiential Internship Agreement between Oregon State University (OSU) and Klamath County Public Health (KCPH). – Jennifer Little, Klamath County Public Health

Background: KCPH collaborates with OSU to provide opportunities for students majoring in degree programs within the College of Public Health and Human Sciences to enhance experience in the field of Public Health. This partnership first was established in 2016. The agreement is effective from the date fully executed and will remain in effect for a period of three (3) years.

Fiscal Impact: No fiscal impact.

Recommended Motion: Move to approve the Experiential Internship Agreement between Oregon State University (OSU) and Klamath County Public Health (KCPH). No fiscal impact. Authorize Department Head to sign.

DONE AND DATED this _____ day of _____ .

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

THIS AGREEMENT is between the Oregon State University and its College of Public Health and Human Sciences (“OSU”) and Klamath County Oregon (“PROVIDER”). OSU and Provider herein after sometimes referred to a “Party” or the “Parties.”

WHEREAS, OSU desires the assistance of the PROVIDER in delivering collaborative experiential educational opportunities for students majoring in degree programs within OSU’s College of Public Health and Human Sciences to achieve experience in public health fields.

WHEREAS, “Public Health” refers to the science and art of preventing disease, prolonging life and promoting health through organized efforts.

WHEREAS, OSU students will spend a considerable period of time with PROVIDER as part of an experiential education program for which academic credit will be granted and PROVIDER agrees to provide students with supervised field experience allowing for application of academic theories and principles.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, OSU and PROVIDER agrees as follows:

A. Mutual Understandings

1. The Parties in collaboration with the student will establish the internship education objective(s) for the affiliation, devise methods for their implementation, and specify evaluation procedures.
2. The Parties will determine the number of students assigned to the PROVIDER. The length of the affiliation required to achieve the stated educational objectives is typically achieved over a ten week period. The actual amount of time students may be at PROVIDER’s site is dependent on the internship course requirements. OSU shall notify PROVIDER in writing prior to placement of student regarding the number of hours required for student’s internship.
3. It is understood that circumstances may arise affecting either Party which would prevent placement of OSU students at PROVIDER during any particular term, semester or quarter of the school year. Neither Party shall be penalized if student placement does not occur.
4. OSU does not perform background checks on all OSU students for placement in internships, and OSU does not certify or vouch for the background of the students recommended for placement with PROVIDER. Accordingly, if PROVIDER requires students to pass a background check prior to placement at their site, PROVIDER may conduct background check on the student or require the student to obtain a background check and submit the results to PROVIDER. It shall be PROVIDER’s responsibility to evaluate the results of such background check and determine the student’s fitness for duty.
5. The Parties understand and agree that HIPAA compliance with respect to patients treated by students under this Agreement is PROVIDER’s obligation, and that OSU will have no relationship with patients that would trigger HIPAA compliance requirements. Further, the Parties understand and agree that OSU will not be receiving any protected health information or confidential information in the course of performance of this Agreement that would require a business associate agreement under HIPAA.

6. It is understood that no monetary compensation will be provided to either Party under the terms of this Agreement.
7. Services rendered by students under this Agreement are considered to be educational in nature and OSU students shall not be considered employees or agents of OSU or PROVIDER. Further, no student placed at PROVIDER under the terms of this Agreement shall be entitled to benefits from PROVIDER or OSU including but not limited to workers' compensation coverage. However, if the student is being paid/employed by the PROVIDER, a separate agreement must be in place between the student and the PROVIDER.

B. OSU agrees to:

1. Refer to PROVIDER only those students who have satisfactorily completed the prerequisite clinical and/or didactic portion of the curriculum.
2. Advise OSU students assigned to PROVIDER program of their responsibility for complying with the rules, regulations, practices, policies and procedures of PROVIDER.
3. Advise students of their responsibility to maintain and provide, if required by the PROVIDER, a copy of a current background check and a current health record which could include the student's physical status, current immunizations, including a negative skin test or chest x-ray for Tuberculosis, Diphtheria, Tetanus, Polio, Reubella, Rubeola, Hepatitis B, and to follow-up with PROVIDER on exposures, CPR certification and Bloodborne Pathogen training.
4. Identify an OSU person to plan and coordinate all educational programing, admission, student evaluation, and to act as liaison for the PROVIDER, OSU and the student(s) ("Internship Coordinator").
5. Advise students to keep confidential any and all privileged information concerning patients/residents of PROVIDER and upon request provide proof of certification of HIPAA training at OSU.
6. Advise its students to not take on the responsibility or the place of PROVIDER's qualified staff.
7. Advise its students to abide by all OSU instruction and supervised oversight.
8. Advise its students they are not employees of PROVIDER and shall have no entitlement against PROVIDER for social security benefits, workers compensation benefits, salaries, retirement or other employment benefits of any kind and provide documentation to PROVIDER demonstrating this requirement has been satisfied.
9. Interfere in no way with the normal operation of PROVIDER.

C. PROVIDER agrees to:

1. Provide a designated staff member to act as the student's site supervisor. Such person must be acceptable to OSU ("Site Supervisor").

2. Under the supervision of the PROVIDER's Site Supervisor, provide OSU students supervised placement opportunities in settings, relevant to the student's field.
3. Provide a training and orientation on PROVIDER policies and procedures to all OSU students prior to placement.
4. Evaluate the performance of the student(s) in writing, using forms and/or format provided or approved by OSU.
5. PROVIDER will advise the OSU's Internship Coordinator in a timely manner of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, PROVIDER and OSU to devise a plan by which the student may be assisted toward achieving the stated objectives of the affiliation and/or being removed from the site.
6. PROVIDER has the right to require that OSU withdraw from PROVIDER's facility any student whose health or performance (despite reasonable accommodation) or behavior is disruptive or is a detriment or poses a risk of harm to PROVIDER, its staff or residents, as determined by PROVIDER in its discretion, or to the achievement of the stated objectives of the affiliation.

D. General Provisions

1. Term. This Agreement shall become effective on the date of last signature and continue, unless otherwise terminated, for a period of three (3) years. If the Parties mutually agree, this Agreement may be extended for one additional three (3) year period. Such extension of term shall be made by written amendment and effective upon signature by both parties.
2. Termination. Either Party may terminate this Agreement without cause by giving the other Party written notice at least thirty (30) days prior to the effective date of such termination; provided, however, that Students placed with PROVIDER at the time of the notice shall be given the opportunity to complete the current term of the internship in which they are participating.
3. Relationship of Parties. OSU and PROVIDER are independent contractors in relation to one another and neither Party is authorized to act as principal/agent, partner, or employer/employee of the other.
4. Indemnification. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

5. FERPA. Provider acknowledges that student records provided to it by OSU and records generated by it with respect to the student's performance (collectively "education records") are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA"). Provider will not disclose education records or the information contained therein except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA.

6. Notices. All notices or other communications under this Agreement shall be directed to the persons listed below. Notices must be in writing and, unless otherwise expressly set forth in this Agreement, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

Provider:

Jessica Dale
 Assistant Director
 3314 Vandenberg Rd.
 Klamath Falls, OR 97603
 T: 541-882-8846 ext 3059
jdale@co.klamath.or.us

OSU:

Andy Chuinard
 MPH Internship Coordinator
 College of Public Health and Human Sciences
 Oregon State University
 Women's Bldg. 125
 Corvallis, OR 97331
 T: 541.737.4891
andy.chuinard@oregonstate.edu

w/copy to:

Contracts Officer
 Contract Services | PCMM
 Oregon State University
 644 SW 13th Street
 Corvallis, OR 97333
 T: 541.737.4261 | F: 541.737.5546
contract.services@oregonstate.edu

7. Insurance.

- a. PROVIDER shall keep in effect, through self-insurance or a commercial policy, during the term of this Agreement, Comprehensive Auto Liability Insurance (if motor vehicles are used in performance of this Agreement) and Comprehensive General Liability Insurance with an extended coverage endorsement with minimum limits of \$2 Million per occurrence and \$4 Million aggregate for personal injury and property damage.
 - b. OSU is self-insured with adequate levels of excess general liability and commercial auto liability insurance.
 - c. When required by PROVIDER, OSU will verify that students hold a comprehensive medical insurance for themselves if required by PROVIDER. In addition, OSU shall assure that each student is covered for professional liability insurance with primary limits of no less than \$1,000,000 per claim, \$3,000,000 aggregate.
8. Non-discrimination. The Parties agree they shall not discriminate against any employee, applicant, or student enrolled in their respective programs because of age, color, creed, disability, ethnicity, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or on any other basis protected by federal and/or state law.
 9. Accommodation. The Parties will work together in good faith to allow each Party to meet its own legal obligations for accommodating the needs of disabled students.
 10. Compliance with Law. The Parties agree to comply with all federal, state, county, and local laws, ordinances, and regulations, applicable to the work to be done under this Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim arising from or relating to this Agreement shall be brought and conducted solely within the Circuit Court of Benton County, for the State of Oregon.
 12. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute the same instrument.
 13. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the parties.
 14. Execution. Each Party warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that such person has full authorization to execute this Agreement.

15. Merger. This Agreement constitutes the complete, final and exclusive agreement between the Parties with respect to the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. This Agreement supersedes all prior or contemporaneous contracts, warranties, agreements, representations or understandings, if any, written or oral. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing, clearly identified as a waiver, consent, modification or change of terms of this Agreement, and signed by the Party against whom it is to be enforced. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

WHEREFORE, the Parties have entered into this Agreement as of the date first set forth below:

OREGON STATE UNIVERSITY

KLAMATH COUNTY

By: _____
 Dr. Sheryl Thorburn Date
 Associate Dean for Academic and Faculty Affairs
 College of Public Health and Human Sciences

By: _____ Date

Name/Title

By: _____
 Contract Services | PCMM Date