



BOARD OF COMMISSIONERS

Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: January 12, 2021

Originating Department: Public Health

Issue: In the matter of approving an Internship Agreement between Klamath Community College and Klamath County Public Health (KCPH). – Jennifer Little, Director

Background: KCPH values collaborations with academic institutions to offer applied educational experience and training in public health for students. KCC offers several degree programs that relate to public health such as nutrition, nursing, and medical assisting. These partnerships are mutually beneficial for increasing public health capacity while training future health professionals.

Fiscal Impact: None.

Recommended Motion: Move to approve the Internship Agreement between Klamath Community College and Klamath County Public Health. No fiscal impact. Authorize department head to sign.

DONE AND DATED this _____ day of _____.

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

INTERNSHIP AGREEMENT
Between
KLAMATH COMMUNITY COLLEGE
And
KLAMATH COUNTY PUBLIC HEALTH

THIS INTERNSHIP AGREEMENT (this "Agreement") is entered into as of the date of last signature below ("Effective Date") by and between Klamath Community College ("Sending Agency or KCC"), and Klamath County Public Health ("Host Agency or KCPH").

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting arrangements for student internship for clinical and practical training and in furtherance thereof to provide high-quality clinical and practical learning experiences ("Internship") for students participating in for students ("Students," or in the singular, "Student") participating in healthcare-related programs at KCC;

WHEREAS, the "Sending Agency" intends to provide student(s) to the "Host Agency" for such clinical and practical learning experiences;

WHEREAS, the Sending Agency intends to and is willing and capable to provide Internship experiences for KCC's Students when available; and

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the parties identified in this Agreement agree as follows:

A. Responsibilities of the Sending Agency

1. The Sending Agency will initiate a document identifying the objectives of the Internship and the responsibilities of the Student.

2. The Sending Agency will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and will assign to the Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of the Sending Agency's curriculum.

3. The Sending Agency will retain ultimate responsibility for the education of its students. The Sending Agency's representative for this Agreement will be a faculty member appointed and assigned by the Sending Agency, as liaison to the Host Agency.

4. The Sending Agency will advise Students regarding the course requirements of the Internship including documentation of learning achieved and hours served and evaluation by the Host Agency's site supervisor.

5. The Sending Agency will advise all students assigned to the Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The Sending Agency will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

6. The Sending Agency will require all participating students to maintain health insurance and provide proof of health insurance to the Host Agency. The Host Agency may request the student provide proof of insurance prior to beginning of the training experience.

7. The Sending Agency will advise Students of their personal responsibility for health care, transportation, parking, living arrangements and associated expenses, unless other arrangements are expressly made between the Sending Agency and a Student.

8. The Sending Agency will require all participating students to have completed an appropriate criminal

background check, and to have documented appropriate immunizations on file with the Sending Agency. The Host Agency will notify the Sending Agency of its requirements of an acceptable criminal background check and required immunizations. The Sending Agency will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student or Sending Agency, if not by the Host Agency.

9. The Sending Agency will advise Students of responsibilities to follow supervision provided by the Agency and abide by all lawful rules, policies and procedures, and ethical standards that apply to employees of the Agency .

10. The Sending Agency will notify the Host Agency prior to student placement by the Sending Agency if a student with a disability requires reasonable accommodations to gain equal access to the educational experience.

11. The Sending Agency reserves the right to withdraw a Student from the placement, if, in the opinion of the Sending Agency, the Host Agency is not providing Student with acceptable opportunities for training and education.

B. Responsibilities of the Host Agency

1. Screen and approve the Student prior to placement with Host Agency;

2. Assign an appropriately qualified person to supervise Students' activities while engaged in services with the Agency and evaluate Students' progress on an ongoing basis. One or more supervisors and/or co-workers may be called upon to assist in the preparation of reasonable assessments and grading of a student's performance as requested by the Sending Agency.

3. The Host Agency will provide students and faculty with access to appropriate resources so that a sound educational experience can occur, including (a) access to patients at the Host Agency facilities in an appropriately supervised environment; and (b) student security badges or other required security access.

4. The Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in the Host Agency's facilities, students will have the status of Intern(s); are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the health care education program. The Host Agency and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

5. The Host Agency will maintain its usual and customary services without reliance on Students. The Host Agency agrees that the intention of the Intern/Externship is to expose students to supervised professional activities representative of the typical roles conducted by and relevant to the healthcare-related programs at KCC. While some menial tasks are a part of every Agency's standard practices, this provision is intended to prevent the over-involvement of Students in repetitive, mundane and non-educational activities

6. The Host Agency reserves the right to determine the scope of the Students' participation in activities and services and may expect each student to abide by the same policies and procedures that apply to employees of the Host Agency. The Host Agency reserves the right to terminate Students' placement and involvement in Host Agency services for cause.

7. The Host Agency will make program records and policies and procedures available to Students to a reasonable degree in order for Students to learn and perform activities and services of The Host Agency and will instruct Students as to management of confidential records and information.

8. Students will be expected to appropriately and professionally address any logistical or ethical concerns with a Host Agency supervisor and follow appropriate protocol delineated by The Host Agency's policies and procedures.

9. The Host Agency shall agree that Students' involvement in Agency activities does not preclude

approaching The Sending Agency if he or she feels that consultation regarding a logistical or ethical matter is in order and efforts to resolve such issues at the Host Agency site have been insufficient.

10. The Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Host Agency, the Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees or students, including, where applicable: examination and evaluation by the Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBY, Hepatitis C (HCY), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Host Agency does not have the resources to provide such emergency care, the Host Agency will refer such student to the nearest emergency facility. The Sending Agency will inform the student that the student will be responsible for any charges thus generated.

11. To the extent the Host Agency generates or maintains educational records related to the participating student, the Host Agency agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the Sending Agency and will limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Sending Agency hereby designates the Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Sending Agency's records is required by the Host Agency to carry out the Program.

12. The Host Agency will provide written notification to the Sending Agency promptly if a claim arises involving a student. The Host Agency and the Sending Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws. Said notice will be in writing and directed as applicable to KCC Risk Management. The Host Agency will also notify the Sending Agency of any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of the Sending Agency under the terms of this Agreement.

C. Mutual Responsibilities

1. The Sending Agency will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the Host Agency facilities. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Host Agency facilities.

2. The Sending Agency and the Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, veteran status or any other basis protected by law.

3. The Sending Agency, including its faculty, staff, students, and residents, and the Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the training program, which may include on-site visits. The Host Agency will require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the Sending Agency. The Sending Agency agrees to require its students to adhere to the expectations set forth in Exhibit A.

4. The Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident is resolved by the staff in charge of the student. The Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the Host Agency. The Host Agency will immediately notify the appropriate office of the Sending Agency if such an action is required and the reasons for such action. The Sending Agency may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The Sending Agency will notify the Host Agency if such action is required.

5. Upon request, the Host Agency and Sending Agency will provide proof that they maintain liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. KCC is a public entity entitled to governmental immunity protections under applicable state law and is subject to the provisions of ORS 30.260 through

30.300 for its tort liabilities, including personal injury and property damage. KCC shall provide claims made liability coverage in accordance with any limitations associated with the applicable law; but KCC will provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

6. Any substantial changes in curriculum, supervision, enrollment, or other factors that may influence the program must be exchanged between the parties as soon as reasonably possible after the change takes place. Any changes to the Internship/Externship shall be communicated in accordance with the Notice Section of this Agreement

D. Term and Termination

This Agreement will commence as of the Effective Date and will continue for a period of five (5) years from that Effective Date. This Agreement may be terminated at any time and for any reason by either party upon not less than thirty (30) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at the Host Agency will be permitted to complete any previously scheduled assignment at the Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the Host Agency or the Sending Agency for any purpose. Students will not be entitled to receive any compensation from the Host Agency or the Sending Agency or any benefits of employment from the Host Agency or the Sending Agency. The Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of the Sending Agency.

F. Health Insurance Portability and Accountability Act

Students participating in training pursuant to this Agreement are members of the Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or will be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party will have the right or authority or will hold itself out to have the right or authority to bind the other party, nor will either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Indemnification

Each party shall defend, save, hold harmless, and indemnify the other party and the other party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims"), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying party's officers, employees, subcontractors, or agents under this agreement. Any indemnity by the State of Oregon shall be subject to the limitations of Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. Any indemnity by the County under this section shall be subject to the limitations of Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

J. Attorney's Fees

In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally, emailed with a read receipt, or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in this Agreement.

To KCC, Sending Agency:	To KCPH Host Agency:
Klamath Community College 7390 South 6 th Street Klamath Falls OR 97603	Jennifer Little, MPH Director Klamath County Public Health 3314 Vandenberg Rd Klamath Falls, OR 97603 Ofc: 541-882-8846 E-Mail: kcph@klamathcounty.org

L. No Payments

No payments will be made between the parties or to the students unless otherwise agreed to by written amendment signed by the parties.

M. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. Third Party Beneficiaries

Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

O. Governing Law

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State in which the training takes place without giving effect to any choice or conflict of law provision or rule.

P. Amendment

This Agreement may be amended or modified only by an instrument in writing executed by the authorized representatives of each party, which writing must be identified as an amendment of this Agreement.

Q. Entire Agreement

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Agreement.

KLAMATH COMMUNITY COLLEGE

KLAMATH COUNTY PULBIC HEALTH

Contract Coordinator for Educational Affiliations _____ Date

Jennifer Little, MPH _____ Director _____ Date

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The Sending Agency holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of health care education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Health care educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the health care profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of health care. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.