



CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of July 1, 2021 ("Effective Date") between Utah State University ("University"), having an office at 2695 Old Main Hill, Logan, UT 84322 and San Juan Public Health ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's Department of Nursing students encompassing clinical education, clinical experience, preceptorship, and externship experiences.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. Student Preparation. The University will use reasonable efforts to prepare students selected for participation in the experience.

1.2. Education Responsibility. The University will retain general responsibility for the education of its students. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the experience. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the experience.

1.3. Confidentiality. The University will advise all students assigned to the Facility regarding the confidentiality of Facility's patient/client records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all students that confidentiality duties are ongoing.

1.4. Compliance. The University will advise students that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction to the Facility's staff with respect to the performance evaluation of all the students at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect



to University's negligent acts or omissions. The University warrants that its insurance provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its students with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. Learning Environment. The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating students. Therefore, the Facility will provide students with access to appropriate resources for student education including: a) access to patients/clients at the Facility in an appropriately supervised environment, in which the student can complete the University's curriculum; b) student security badges or other required security access to patient/client care areas; c) access and required training for students in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. Responsible for Patients/Clients. The Facility will retain full responsibility for care of its patients/clients and will maintain administrative and professional supervision of students insofar as their presence and assignments affect the operation of the Facility and its care, direct and indirect, of patients/clients. The responsibility of the Facility for patient care should not diminish or preclude opportunities for students to undertake patient care duties under appropriate supervision.

2.3. Performance Evaluations. The Facility will assist the University in the evaluation of the learning and performance of participating students by completing and returning in a timely fashion University-provided evaluation forms.

2.4. Orientation. The Facility will provide for the orientation of students as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating students.

2.5. Supervision. The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of students participating in the experience.

2.6. Emergency Care. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility'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 HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such students to the nearest emergency facility. The student will be responsible for any charges thus generated.

2.7. Student Records. Facility, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations



apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the experience to the extent that access to the records is required by Facility to carry out the experience.

2.8. **Liability Insurance.** If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. **Claims.** The Facility will provide written notification to the University promptly if a claim arises involving a student.

2.10. **Incidents.** The Facility will resolve any situation in favor of its patients'/clients' welfare. When an incident or problem occurs involving a student, the Facility may restrict or remove such student from the situation or restrict such student to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. **Collaboration.** The Parties will work together to maintain a high quality educational environment where patient/client care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the experience.

University-
Name: Susan Dewar
Phone Number: 435-678-8191
Email: susan.dewar@usu.edu

Facility-
Name: Brittney Carlson
Phone Number: 435-359-0038
Email: bcarlson@sanjuancounty.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. **Background Checks, Immunizations, and Other Requirements.** If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, tuberculosis testing, drug tests, healthcare provider CPR certification, or any other requirements (i.e., fingerprints, physical exam, etc.) for participating students and faculty. When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. **Student Removal.** The Facility may request the removal of any student whom the Facility determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the student removed. The student must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled experience at Facility.

5. **Employment Disclaimer.** Participation in the experience will not afford students status as employees or agents of the Facility or University for any purpose. The Parties agree that students will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any student of the University. The Parties agree that in compliance with HIPAA, if a student has access to protected health information of the Facility, then such student shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. **Miscellaneous**

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-
Utah State University
Department of Nursing
2695 Old Main Hill
Logan, UT 84322-2695
435-797-2926
email: nhp@usu.edu

Facility-
San Juan Public Health Department
735 S 200 W Suite 2
Blanding, Utah 84511
email: publichealth@sanjuancounty.org



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date: