

**A GENERAL AGREEMENT FOR STUDENTS PLACEMENTS AT
SEDGWICK COUNTY DEPARTMENT OF HEALTH**

HERITAGE COLLEGE - WICHITA

AFFILIATED AGENCY AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2013, by and between Heritage College Wichita, hereinafter referred to as “College,” and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as “County.”

WHEREAS, County operates a Department of Health and desires to make its facility available to College for the purposes of clinical learning for the students of College; and

WHEREAS, College has a program designed to provide experiential education to its students.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

A. PURPOSE

This program is intended to provide students with an educational experience at the Sedgwick County Department of Health.

B. TERMS OF AGREEMENT

This agreement will remain in effect unless cancelled by either party upon at least thirty (30) days written notice. The agreement will continue to be effective even if persons, positions, or titles referred to in this contract are changed.

C. AUTHORITY TO CONTRACT

College assures it has legal authority to contract; that resolution, motion, or similar action has been duly adopted or passed as an official act of College’s governing body authorizing the signing of this agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the College to act in connection with the application and to provide such additional information as required. Kansas law shall apply to this agreement and jurisdiction to any dispute will be in the state of Kansas.

D. ORIENTATION

College agrees that each student will participate in a brief orientation program, including signing a confidentiality agreement, prior to participation in the educational experience.


- E. POLICIES AND PROCEDURES
Students are expected to comply with all relevant policies and procedures of County. County will ensure students have access to the policies and procedures.
- F. COMPENSATION
No compensation or remuneration shall be exchanged, requested or expected for activities in connection with the educational experience. Students will not be within the protection or coverage of the County's worker's compensation insurance, nor shall they be entitled to any current or future benefits provided to employees of the County.
- G. NON DISCRIMINATION
It is agreed by both parties that there shall be no discrimination on the basis of age, sex, race, religion, creed or national origin.
- H. REMOVAL
County reserves the right to request, or if immediate action is required, to remove any student from its facility, if in its opinion the student is not acting in accordance with County policies.
- I. OTHER RESPONSIBILITIES
In furtherance of this agreement, the parties shall have additional responsibilities as delineated in attached Exhibits A, B and C.
- J. AMENDMENTS
The terms and conditions of this agreement may be amended by written amendment to this agreement signed by both parties.
- K. INDEMNIFICATION AGREEMENT
Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.
- L. RESOLUTION OF DISPUTES
Problems arising under this agreement should be mediated by the Director of the Health Department and the designated Heritage College official. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.
- M. PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance for student referred to the County is the responsibility of the College. The liability insurance shall be in the amount of \$100,000 for injury to or death of one person and \$300,000 aggregate for all claims within a one year period. College agrees to provide verification of coverage with a Certificate of Insurance or a certified copy of the insurance policy delivered to County before any students are referred to County. Student shall not be covered by Sedgwick County Worker's Compensation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

HERITAGE COLLEGE - WICHITA

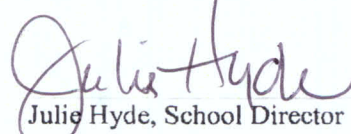
James B. Skelton, Fifth District
Chairman


BreAnna Monk, Director of Career Services

Date:

Date: 2/18/13

ATTEST:



Julie Hyde, School Director

Kelly Arnold, Court Clerk

Date: 2-18-13

APPROVED AS TO FORM:


Shannon Beder, Legal Counsel President


Jennifer Magana
Assistant County Counselor

Date: 2-1-13

EXHIBIT A - COLLEGE RESPONSIBILITIES: The College shall:

1. Retain final responsibility for the curriculum, its design and delivery, and its quality and modification.
2. Permit visits of Health Department staff for the purpose of observing, auditing, and participating in the teaching process, and planning meetings.
3. Provide the Health Department with the following information no fewer than ten (10) days before clinical assignment begins: 1) Name of each student; 2) Dates and hours of assignment; 3) Academic class designation of each student; and 4) Philosophy, purpose, and clinical education objectives.
4. Assign no more than the agreed-upon number of students at a time for a period of one to sixteen weeks during the clinical assignment.
6. Be responsible for all educational records and information in accordance with the Family Educational Rights and Privacy Act of 1974.
7. Ascertain that each student maintains hospitalization insurance for the duration of the student's stay in the Health Department.
8. Provide faculty to visit the Health Department at least once each semester or summer session that a student is assigned to the Health Department.
9. Inform students that they are subject to the policies, rules, and regulations of the County.
10. Comply with requirements of the Health Insurance Portability and Accountability Act of 1996 to the extent they apply to the activities of students participating in the academic learning experience at the Health Department, as authorized by this agreement.
11. Designate a faculty member to act as liaison to the County on education matters.
12. Provide the Health Department with the appropriate forms to evaluate student performance when needed.
13. Upon request of the Health Department, withdraw any student from the Health Department's supervision when his/her work, or conduct may be deemed detrimental to clients.

EXHIBIT B - COUNTY RESPONSIBILITIES: The County shall

1. Allow instructors and students access to library, lounges, parking, conference rooms, office or work space, classroom or dressing room facilities maintained by the Health Department; and provide field instructors with sufficient time for planning, supervision and teaching of students, and in-service training for supervision and teaching of skill development as a field instructor.
2. Participate in orientation of students to the Health Department, its policies, procedures, rules and regulations.
3. Through supervisory or administrative personnel assume responsibility for the supervision of students while engaged in Health Department activities.
4. Maintain standards required for approval as instruction.
5. Not shift any students from selected assignments to meet service needs.
6. Permit visits of the College faculty and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation.
7. Permit participation in patient care in order to accomplish the clinical educational objectives under the direct supervision of Health Department staff.
8. Provide, where possible, emergency care to the students in case of accident or illness while at the Health Department, at no expense to the Health Department.
9. Retain responsibility for all aspects of patient care and ultimate responsibility for all patient care at the Health Department.
10. Evaluate, when requested, each student's level of performance in each type of clinical experience received.
11. Provide a physical setting for the student which includes telephone and desk access for the service of the client base.
12. Notify the faculty liason of any problematic areas to assist in a mutual plan for resolution.

EXHIBIT C
JOINT RESPONSIBILITIES

1. Problems arising should be mediated by the Director of the Department of Health and the designated Heritage College official. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.
2. The number of students eligible to participate in the educational experience will be mutually determined by agreement of the parties and may be altered by mutual agreement.
3. Methods for evaluating the educational experience of the students will be developed jointly by Heritage College and County. Regular communication will be jointly maintained by appropriate College and County staff for the purpose of reviewing and evaluating current educational experiences being offered to students.
4. That the Health Department shall permit the students to participate in research activities when possible; the students will obtain written permission from the Health Department and College before beginning research.