

**CLINICAL LEARNING EXPERIENCE "CLE"
AGREEMENT BETWEEN
UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
AND
STATE OF VERMONT, DEPARTMENT OF VERMONT HEALTH ACCESS**

Program Name: **Professional Nursing (PRNU)** Participating Offsite Facility: **Department of Vermont Health Access**

THIS AGREEMENT sets forth the Program Letter of Agreement between the State of Vermont, Department of Vermont Health Access (DVHA) (hereafter called "State"), and University of Vermont and State Agricultural College with a principal place of business in Burlington, Vermont (hereafter called "Contractor " and "UVM). The Contractor's form of business is a non-profit corporation. UVM's local address is Burlington, VT 05401. The Contractors address is 105 Rowell Building Burlington, Vermont 05405. It is the Contractors responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

This agreement is effective beginning January 1, 2015 and will end December 31, 2015. Annual addendums will be provided and will be a part of this agreement.

The UVM Program Director shall be responsible for assuring that the academic preparation of the students it assigns to the State shall be in keeping with the objectives and requirements of the clinical program.

UVM shall provide the State with information regarding the student's goals and academic expectations for the Community Health clinical placement, courses, field experience, student performance in relevant education activities, and evaluation forms in order to assist the parties in effecting this agreement.

The UVM Program Director and State will identify a responsible party at the State who will be responsible for the administration, supervision, and education of the students while at the State. State will comply with duty hour rules and on-call time periods in accordance with the ACGME Program Requirements.

The agreement consists of 10 pages, including the following attachments which are incorporated herein as applicable. The order of precedence of document shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F
- 8). Other Attachments (if any)

AGREEMENT PROVISIONS:

1. **DESCRIPTION OF TRAINING:** This course focuses on population health and community partnerships. Students will provide care to a defined community within their clinical groups and will work in collaboration with professionals in a variety of settings.
2. **COURSE OBJECTIVES:** Upon completion of this course the student will be able to-
 - a) Explore various roles of the public health nurse across the continuum of primary, secondary, and tertiary prevention
 - b) Analyze historical, environmental, social, and political forces that impact the health of populations.
 - c) Describe the public health sciences and their importance in caring for populations.
 - d) Critique how in health promotion, disease prevention, and protection strategies, impact the quality of population health.
 - e) Implement a public health initiative for an identified population based on moral, legal, ethical, regulatory and humanistic principles.
 - f) Employ the nursing process, incorporating research and systems theory, in health promotion, disease prevention, and protection strategies in caring for populations.
 - g) Apply the concepts of community partnerships to provide a holistic approach to enhance health and quality of life of the population.
 - h) Maintain professional, culturally conscious communication with populations, multi-disciplinary professionals and stakeholders.
 - i) Advocate for population health through policy development.
3. **EVALUATIONS:** DHVA will maintain records and reports on each student's performance as mutually agreed between DHVA's education supervisor and UVM's clinical education coordinator. Furthermore, DHVA shall ensure that all records relating to a student and his or her performance while with DHVA shall be made available only in conformance with the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, as it may be amended from time to time, and other governing laws.
4. **SUPERVISION OF STUDENTS:** DVHA shall provide a planned, supervised program consonant with the objectives of this Agreement, and further shall provide the facilities and personnel necessary to carry out such objectives. It is mutually understood that UVM faculty will not be on-site to supervise students. Further, DVHA shall retain full responsibility and ultimate decision making authority for the care of patients while students are involved or participate in the care and programming for patients.
5. **LIST OF STUDENTS:** UVM shall submit in writing the student's name, the inclusive dates for his or her clinical rotation, the responsibilities of the contractor/educational institution and DVHA and the educational expectations of the clinical rotation.
6. **EXPENSES:** The Student shall be responsible for his/her person expenses while participating in the CLE.
7. **HOUSING:** Not required.
8. **WORK ENVIRONMENT:** The State shall take reasonable and appropriate measures sufficient to provide a safe and healthy working environment consistent with that provided to State employees engaged in the profession for which the intern is studying. Appropriate security and personal safety measures must be provided to students at all locations, including but not limited to parking facilities, and access to food services.
9. **HEALTH CLEARANCE:** UVM shall require students to have a health clearance prior to the commencement of their affiliation assignments. The health clearance will consist of a review of health records provided to the University Student Health Medical Clinic to verify the following immunizations and screenings: current PPD (Mantoux only) within one year; current Tetanus within ten years; Hepatitis B series and titer; proof of two MMRs or positive titers for Measles, Mumps and Rubella, and positive titer for Varicella. In the event that a student declines to receive the Hepatitis B vaccine, the University shall have secured from the student a written waiver.
10. **CERTIFICATION:** UVM shall require students to maintain CPR certification during the affiliation, if requested by the State.
11. **BACKGROUND CHECKS:** UVM shall require that participating students comply with the EDUCATION SITE'S policies and procedures for the conduct of criminal background checks. Students will be advised that the student is responsible for any costs associated with the criminal background check conducted pursuant to this paragraph.

- 12. POLICIES AND GOVERNANCE:** The students it assigns shall adhere to all policies and procedures of the State. It is the obligation of the State to provide students copies of such policies and procedures in advance or during their affiliation. The State shall also provide students with an orientation to its facilities and operations.
- 13. RESEARCH AND OWNERSHIP OF INTELLECTUAL PROPERTY:** The Parties do not intend to do any research under the terms of this agreement. All data, technical information, materials first gathered, originated, developed, prepared, or obtained in connection with this Agreement and used in the performance of this Agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically in connection with this Agreement shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this Agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed. Any sale or copyright of a work product or item produced in connection with this Agreement shall require explicit permission from the State.
- 14. SECURITY AND DATA TRANSFERS.** The State shall work with UVM and the Students to ensure compliance with all applicable State policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this Agreement as they are issued and will work with the Contractor to implement any required. UVM and Students may be required to enter into confidentiality agreements in a form acceptable to the State.
- 15. NOTICES:** All notices and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered to the parties as addressed below.

UVM College of Nursing and Health Sciences
Office of the Dean
105 Rowell Building
Burlington, VT 05405

Regarding Students:
Christina Melvin, MS, PHCNS, BC
105 Rowell Building
Burlington, VT 05405

DEPARTMENT OF VERMONT HEALTH ACCESS
Eileen Girling
Director of Vermont Chronic Care Initiative
312 Hurricane Lane,
Williston, VT 05495
Eileen.Girling@state.vt.us

16. HIPAA AND CONFIDENTIALITY:

- a) UVM agrees to provide the students with training in the requirements of the privacy and security provisions of HIPAA, to the extent that those requirements are applicable at CLINICAL EDUCATION SITE, and to advise them of the importance of complying with the CLINICAL EDUCATION SITE'S policies and procedures relative to HIPAA. Moreover, on or before their first rotation, students shall be required to complete training on the Health Insurance Portability and Accountability Act (HIPAA), provided by the State.
- b) The parties agree to comply with HIPAA (Health Information Portability and Accountability Act) and its rules and regulations. Without limitation to other requirements under HIPAA and other federal, state, and local laws and regulations, the parties will safeguard Protected Health Information ("PHI") by using and disclosing PHI only in accordance with HIPAA.
- 17. ACCESS:** Pursuant to 42 U.S.C. 1395X (v) (1) (l), the parties, until four (4) years after the termination of this agreement, shall make available, for Medicare audit purposes, upon written request of the Secretary of the U.S. Department of Health and Human Service, or upon the request of the Comptroller General of the United States, or any of their duly authorized representatives, this agreement and the books and documents that are necessary to certify the nature and extent of sums paid pursuant to this agreement. The parties further agree that in the event they carry out any duties under this agreement through a subcontract with a

value or cost of Ten thousand dollars (\$10,000) or more over a 12 month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.

18. TERMINATION: This agreement may be terminated by either party giving the other at least ninety (60) days prior written notice.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by duly authorized signatures who are legally authorized to bind the institutions.

By: _____

Patricia A. Prelock, Dean College of Nursing and Health
Sciences
105 Rowell Building
Burlington, VT 05405
Patricia.Prelock@uvm.edu

By: _____

MARK LARSON, COMMISSIONER
312 Hurricane Lane
Williston, VT 05495
DEPARTMENT OF VERMONT HEALTH ACCESS
MARK.LARSON@STATE.VT.US

By: _____

UVM General Counsel University of Vermont & State
Agricultural College
105 Rowell Building
Burlington, VT 05405
kerry.castano@uvm.edu

ATTACHMENT B

PAYMENT PROVISIONS

1. Under this contract, there will be no exchange of funds between the State of Vermont and the University of Vermont and State Agricultural College.

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall

be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT D

MODIFICATION OF REQUIREMENTS IN ATTACHMENT C

1. The requirements contained in Attachment C, Section 7 are hereby modified:

Notwithstanding Section 7 of Attachment C, the following is hereby deleted from the Agreement with the University of Vermont:

Liability:

"Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement."

and

Automotive:

"Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement."

In addition to the insurance required in Section 7 of Attachment C the following is hereby added to this Agreement with University of Vermont:

UVM agrees to maintain professional liability coverage that extends to students engaged in practicums in the amounts of \$2,000,000 per occurrence and \$2,000,000 million aggregate. The University shall also maintain commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability where the Contractor's negligence has caused the injury or damage. Upon request, the university shall provide a certificate of insurance evidencing the coverage required by this paragraph.

Approval:

Assistant Attorney General: _____

Date: _____