

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Council on Aging

Department contract file name (use effective date): UNCSchoolofNursing_AgingServices_20240207

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: UNC-CH Nursing Students to provide clinical services such as blood pressure checks, mental health screenings, nutrition information, etc.

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: University of North Carolina at Chapel Hill

Effective Date: January 22, 2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: N/A

Please Return Contract to:

Name: Ashlyn Martin

Email:

ashlyn.martin@chathamcountync.gov

Special Instructions for Clerks Office:

Thank you!

2. Department Head or his/her designee has read the contract in its entirety.

By: Ashlyn Martin (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



January 19, 2024

Kathryn Walters
Siler City Center for Active Living
112 Village Lake Road
Siler City, NC 27344

Dear Kathryn Walters

We are pleased that Siler City Center for Active Living is willing to provide clinical experiences for our students. These learning opportunities are vital to our programs, and we look forward to a collaborative endeavor with you.

The School of Nursing works with all students to attain and maintain full compliance with state and federal regulations as well as University policy and accreditation standards for affiliated clinical agencies. Appendix A of the affiliation agreement lists the documentation for Health, Safety, and Legal requirements that students must present in order to matriculate into the UNC-Chapel Hill School of Nursing. You will receive an email verifying the student's compliance prior to the student beginning their clinical rotation (see attached Sample Compliance Verification). In the event your practice/agency requires the student to complete any additional material or documentation beyond those listed in Appendix A, please notify us, and forward that information for our review prior to signing the affiliation agreement. Also, please provide the contact information (name, address, title, phone number, email) of the person in your organization who should receive completed compliance verification documentation.

Also attached is a copy of the certificate of insurance for the School of Nursing Student Professional Liability coverage as well as a link to a short Clinical Site Survey about your agency. Please complete the Clinical Site Survey online at https://unc.az1.qualtrics.com/jfe/form/SV_7V3I2k16hGrWzTT as the School of Nursing receives requests from various governmental agencies, accreditors, and professional associations to describe our students' clinical sites.

To finalize our agreement, please review, sign, and return via email the attached clinical affiliation agreement. We will return one fully executed copy for your files. Please do not hesitate to contact me if you have any questions at (919) 962-8985 or zayas@email.unc.edu. Thank you for your support.

Sincerely,

Edward "EZ" Zayas, Jr.
Director, Clinical Support Division
UNC School of Nursing

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is entered into by and between the University of North Carolina at Chapel Hill (UNC-CH) for the UNC-CH School of Nursing (the “University”) and Chatham County (the “Clinical Site”). The purpose of this Agreement is to set forth the terms under which the Clinical Site will provide desirable on-site educational experiences for the UNC-CH students enrolled in the Nursing programs (the “Practicum”). In consideration of the mutual covenants and agreements contained herein, the University and the Clinical Site agree as follows:

GENERAL PROVISIONS

1. The University and the Clinical Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the University may develop letter agreements with the Clinical Site to formalize operational details of the Practicum educational experience. These details may include, but are not limited to, the following:
 - Beginning dates and length of the Practicum experience (to be mutually agreed upon at least twenty-one (21) days before students may begin the Practicum experience).
 - Number of students eligible to participate in the Practicum experience;
 - Specific days, hours, and locations for the Practicum experience;
 - Specific learning objectives and performance expectations for students;
 - Specific allocation of responsibilities for the faculty liaison, clinical education supervisor and Clinical Site preceptors, if any, identified elsewhere in this Agreement; and
 - Deadlines and format for student progress reports and evaluation forms when appropriate.
2. Any such letter(s) of agreement will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.
3. The University and the Clinical Site will jointly plan and shall mutually agree on the Practicum experience for assigned students. The Clinical Site will contribute student evaluation information. Exchange of information will occur during on-site visits when practical and by letter, telephone and/or email in other instances. The University has ultimate responsibility for student evaluation.
4. Faculty and student ratios will be mutually agreed upon within regulatory requirements, and Clinical Site and school guidelines.
5. The University and the Clinical Site will instruct their respective faculty, staff and students participating in the Practicum to maintain confidentiality of student and patient information as required by applicable law and by the policies and procedures of the University and the Clinical Site.
6. There shall be no monetary exchange for services rendered by the Clinical Site or services rendered by students and/or faculty personnel.

7. There will be no discrimination against any program participant covered under this Agreement because of age, color, disability, gender, gender expression, gender identity, genetic information, national origin, race, religion, sex, sexual orientation or veteran status by the University or the Clinical Site. The School of Nursing and University disability statements will apply regarding student participation. Such disability statements may be found at: [Student Handbooks | UNC School of Nursing](#).

8. The School and the Clinical Site agree that they shall refrain from disclosing any student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as "FERPA," and applicable regulations thereunder. The Clinical Site shall comply with the applicable provisions of FERPA and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the school's students who train at the Clinical Site pursuant to this Agreement.

THE UNIVERSITY'S RESPONSIBILITIES

9. The University will provide information to the Clinical Site concerning its program requirements, curriculum, and academic policies relevant to the Practicum.

10. The University will require students to comply with all policies relevant to the Practicum, including those set forth in Appendix A below, the terms of which are herein incorporated by reference.

11. The University will designate appropriately qualified faculty to coordinate and act as the liaison with the Clinical Site. The University will notify the Clinical Site in writing of any change or proposed change of its liaison. Faculty employed by the University who are placed at the Clinical Site in connection with the Practicum shall comply with all health and safety policies and other legal requirements of the Clinical Site which are relevant to the Practicum; in addition, such faculty must also comply with all University and School of Nursing policies, as well as with applicable health, safety and legal requirements imposed by the North Carolina Board of Nursing.

12. The University will provide faculty and student information pertaining to relevant education and training for all students enrolled in the Practicum at least two (2) weeks before the beginning date of the Practicum.

13. The University shall be responsible for all workers' compensation claims by its employees, to the extent required by law.

THE CLINICAL SITE'S RESPONSIBILITIES

14. The Clinical Site will collaborate with the University to provide student experiences relevant to their learning needs and within the scope of health care services provided by the Clinical Site for the Practicum.

15. The Clinical Site will designate a liaison to coordinate student placements and maintain contact with the University liaison for the Practicum. The Clinical Site will notify the University in writing of any change of the liaison.
16. In student learning experiences not requiring the direct supervision of a faculty member, a qualified professional of the Clinical Site will be designated to serve as a preceptor for each student to guide and direct his/her learning activities for the Practicum.
17. In collaboration with the University, the Clinical Site will facilitate any additional orientation/training in the Clinical Site's policies, procedures, rules, and regulations that are not covered by the University's policies. The clinical site will notify the University of any change in orientation/training at least 6 weeks prior to the clinical practicum.
18. Changes in the Clinical Site's policies, procedures, rules, and regulations that are not covered by the University's policies may be negotiated at the time of contract renewal.
19. The Clinical Site agrees to permit students to carry out mutually approved research projects.
20. The Clinical Site will make available to the students the basic supplies and equipment necessary for the care of patients/clients. Within the limitations of its facilities, the Clinical Site will make available office and conference space for faculty and students.
21. The Clinical Site will provide student evaluation information to the designated faculty.
22. The Clinical Site retains full responsibility for the care and treatment of its patients/clients and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

STUDENTS' STATUS AND RESPONSIBILITIES

23. Both parties acknowledge and agree that students will have the status of learners and will not replace Clinical Site personnel and no student shall be deemed to be an employee or agent of the Clinical Site or the University for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, liability or any other purpose, because of their participation in the Practicum described herein. Each student is placed within the Clinical Site to receive clinical experience as a part of his or her academic curriculum only. The foregoing notwithstanding, the parties acknowledge that during the clinical instruction at the Clinical Site, students will receive "protected health information," as defined in HIPAA, and because they will function in a capacity that would otherwise be filled by a paid employee of the Clinical Site, students will be deemed to function as part of the Clinical Site's "workforce," as defined in HIPAA.
24. The University will inform students that they are required to adhere to the standards, policies, procedures, and regulations of the Clinical Site during their Practicum experience.

25. The University assures that all students and faculty affiliating under this Agreement carry professional liability insurance in amounts of at least \$1,000,000 per claim, \$3,000,000 annual aggregate.

LIABILITY

26. Each party to this Agreement will be responsible for its negligence and the negligence of its employees, officers, and agents in the performance of this Agreement in accordance with applicable law. No student shall be deemed to be an employee or agent of either Clinical Site or the University unless the student was employed by either party prior to and remains continuously employed by such party through the Practicum experience. The foregoing notwithstanding, the parties acknowledge that each student is placed at the Clinical Site to receive clinical experience as a part of his or her academic curriculum only, and each faculty member is placed at the Clinical Site to aid in such student clinical experience. Accordingly, neither the University nor the Clinical Site will be responsible for acts of negligence or willful misconduct on the part of any assigned student.

TERM AND TERMINATION

27. The term of this Agreement shall begin on January 22, 2024, and will remain in place for one (1) year.

28. This Agreement may be terminated at any time by either party without penalty provided that written notice of such termination is furnished to the other party at least ninety (90) days prior to termination. The parties agree that any student who is participating in clinical instruction on the effective date of any such termination will be permitted to complete the remainder of his/her term of instruction.

BLOOD-BORNE PATHOGENS AND EMERGENCY TREATMENT

29. The School of Nursing's Infectious Disease Control Policy applies to the clinical practice of all faculty, staff and students. This policy requires: health insurance coverage, health screening, annual safety education and training in accordance with OSHA guidelines regarding blood- and air- borne pathogens and clinical safety of health care workers, presentation of documentation by covered persons confirming immunity to measles, mumps, rubella, diphtheria, pertussis, tetanus, Tdap, Varicella and Hepatitis B as well as Tuberculosis skin testing (TST) results (or annual screening if TST positive), and management of exposure incidents.

30. In the event a student or faculty member requires first aid or emergency care for an illness or incident that occurs while he/she is performing placement responsibilities, such care is available at Chatham Hospital, 475 Progress Blvd., Siler City, NC 27344. The individual student or faculty member will be responsible for the cost of care.

31. Students who experience a clinical exposure incident should go to UNC-CH Campus Health for appropriate emergency counseling and treatment. Students in Clinical Sites greater than one hour from the University shall seek care in the closest emergency department in consultation with providers at UNC-CH Campus Health. Faculty members who experience a clinical exposure incident should go to the University Employee Occupational Health Clinic located at 145 Medical Drive for appropriate emergency counseling and treatment.

In the event of a clinical exposure, the source patient's infectious disease status will be determined by the Clinical Site in the usual manner and reported to the School of Nursing.

MISCELLANEOUS PROVISIONS

32. This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by agreement in writing executed by the duly authorized officials of both parties.

33. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- a. This Agreement;
- b. Attachments to this Agreement in reverse chronological order.

34. All notices, demands, requests or other communications required to be given or sent by the University or Clinical Site will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To the University:

Clinical Contracts and Compliance Officer
UNC-CH School of Nursing
University of North Carolina at Chapel Hill
Office of Academic Affairs
School of Nursing
1000 Carrington Hall, CB #7460
Chapel Hill, North Carolina 27599

Phone: (919) 962-8985
Fax: (919) 843-6212
SONcontracts@unc.edu

To the Clinical Site:

Siler City Center for Active Living
Chatham County Aging Services
112 Village Lake Road
Siler City, NC 27344

Phone: (919) 742-3975
kathryn.walters@chathamcountync.gov

35. Each party may designate a change of address by notice in writing. All notices, demands, requests or communications that are not hand-delivered will be deemed received three (3) days after deposit in the US mail, postage pre-paid, or upon confirmation of successful facsimile transmission, to the last known address or fax number.

36. The parties will cooperate and consult when developments so demand during the term of this Agreement.

37. Neither the University nor the Clinical Site will be responsible for costs or expenditures incurred by the other in the conduct of the Practicum.

38. The parties hereby acknowledge that they are independent contractors, and no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

39. The Clinical Site reserves the right, in its sole discretion, to immediately discontinue a student's participation in the Practicum experience at the Clinical Site and insist that such student no longer be present at the Clinical Site. Such discontinuance may occur for, but not be limited to, the following reasons: 1) such individual is found in violation of the Clinical Site's policies, procedures, rules, or regulations; 2) such individual is interfering with the Clinical Site's operations; or, 3) such individual is engaging in conduct detrimental to the care and treatment of the Clinical Site's patients; provided, however, the person is made aware of the Clinical Site's intent to discontinue his/her participation and has been given the opportunity to respond prior to discontinuing such participation. In the event the Clinical Site elects to discontinue a student's participation in the clinical training experience at the Clinical Site, it shall immediately notify the University. The foregoing notwithstanding, the University also reserves the right to remove a student from participation in the Practicum if it determines that the student is no longer able to meet educational objectives.


40. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this Agreement.

41. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

IN WITNESS WHEREOF, the parties have signed this Agreement in their official capacities on the day and year listed below:

APPROVED BY:

*University of North Carolina at Chapel Hill
for its School of Nursing*



February 5, 2024

Authorized School/University Representative

Date

Dean & Professor

Title

Valerie M. Howard, EdD, MSN, RN, CNE, ANEF, FAAN

Print Name

FOR AND ON BEHALF OF:

Chatham County



Authorized Representative

County Manager

Title

Dan LaMontagne

Print Name

2/8/2024

Date

APPENDIX A

University of North Carolina at Chapel Hill School of Nursing

Student Compliance Program Policy (Abridged version)

Overview:

Infectious/communicable diseases are common and may be a threat to students and faculty of the School of Nursing. During the performance of clinical practice/research activities, students may interact with clients/research participants with tuberculosis (TB), hepatitis B (HBV), HIV/AIDS, and other infections. This contact may expose the student to infectious agents and may result in the student transmitting an infectious disease to other students, faculty, clients, family members, and research participants. During pregnancy, the fetus may also be at risk. Conversely, the student's health status may adversely impact the students' abilities to interact with clients/research participants. Should an exposure or high-risk situation occur, clinical or research experiences may require alteration to provide optimal student learning and to ensure the well-being of both client and student.

Additionally, state and federal statutory regulations, University policy and accreditation standards for affiliated clinical agencies require that nursing students demonstrate particular cognitive and clinical competencies consistent with minimum practice standards. As such, the school is contractually mandated to ensure all students attain and maintain full compliance with each required competency detailed in this policy. Further, the School is contractually obligated to share individual student compliance data with health care agencies to which students have been assigned for clinical educational experiences.

Matriculation to the nursing program requires satisfying the following requirements:

Health requirements:

- Assessment of current health status (includes physical examination and psycho-emotional evaluation)
- Measles/Mumps/Rubella: definitive immunity as validated by receipt of two vaccinations or positive serologic titers
- Diphtheria/Pertussis/Tetanus: current immunity as validated by receipt of three vaccinations of DPT, Td or Tdap over the student's lifetime; one must be a Tdap vaccine; the most recent of the three must be dated within the past ten years
- Varicella: definitive immunity as validated by receipt of the two-vaccination series or a positive serologic titer
- TB screening: outcomes of initial two-step TB skin tests within past 12 months and annual retesting thereafter; OR negative results of an annual IGRA assay (e.g., Quantiferon); OR, if student has a history of BCG, active TB or exposure to a patient with active TB: submission of Annual Tuberculosis Screening Questionnaire plus results of chest x-ray performed in past five years; reassessment required annually
- Hepatitis B: definitive immunity as validated by the three-vaccination series and a positive

- quantitative serologic titer
- Seasonal influenza vaccination (received annually prior to October 1st)

Safety requirements:

- AHA-BLS Certification also accepted: ACLS or PALS (PNP-PC students only); renewal required every two years
- OSHA training/testing: required modules: blood and air-borne pathogens, tuberculosis and infection control; and JCAHO general safety; renewed annually
- Personal health/accident insurance coverage
- Background check based on legal name, date of birth and student provided SSN and covering the lesser period of the past seven years or since the student's 16th birthday, to include a search of:
 - all geographic addresses, both domestically and internationally, associated with the student's complete residential history, places of employment, and educational institutions the student has attended
 - all felony and misdemeanor charges and convictions (except minor traffic related violations),
 - a national Sexual Offender/Predator Database check,
 - a check against the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) and the General Services Administration's Excluded Parties list (EPLS), and
 - a review of The UNC Suspension and Expulsion Database, The National Student Clearinghouse and The NC Department of Public Instruction enrollment database (as available).
- Drug screen: Twelve Panel Urine Drug Screen conducted by a National Institute of Drug Abuse (NIDA) approved laboratory contracted with the School of Nursing. The Panel includes: AMP (amphetamine), BAR (barbiturates), BZO (benzodiazepines), COC (cocaine), THC (marijuana), MTD (methadone), mAMP methamphetamine), MDMA (ecstasy), OPI (opiate), PCP (Phencyclidine) PPX (Propoxyphene), and OXY (oxycodone). Drug screens performed after October 20, 2020, will include FEN (Fentanyl).

Legal requirements:

- Confidentiality Statement
- HIPAA training/testing: general privacy module required; renewed annually
- Professional liability insurance: coverage level: \$1M per occurrence/\$3M aggregate); only UNC policy accepted
- Unrestricted RN License (as applicable to student classification)

Prepared: 12/2009; 03/2011; 02/2012; 05/2013; 05/2016 (Office of Student Affairs); 07/25/2017 (OSA); 06/2018