

MAY 09 2022

No Action

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: May 2, 2022

DEPARTMENT:

X County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X May 9, 2022

SPECIFIC AGENDA WORDING:

Consideration and authorization for Judge to sign Agreement with Hill College for Vocational Nurse Trainees to rotate through the Johnson County Law Enforcement Center for observation of jail medical activities as part of their clinical training experience.

PERSON(S) TO PRESENT ITEM: David Blankenship

SUPPORT MATERIAL: attached Agreement

TIME: 5 min.

ACTION ITEM: Yes

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item)

CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____

ISS DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: Sheriff's Office / Jail

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____



HILL COLLEGE

EDUCATIONAL CLINICAL EXPERIENCE PROGRAM AFFILIATION AGREEMENT

This EDUCATIONAL CLINICAL EXPERIENCE PROGRAM AFFILIATION AGREEMENT, dated to be effective this 28th day of MARCH, 2022, is made into by and between JOHNSON COUNTY TEXAS, (a Political Subdivision of the State of Texas) ("FACILITY") and HILL COLLEGE (EDUCATIONAL INSTITUTION)".

PURPOSE

The purpose of this educational experience is to provide health science students the opportunity for clinical training and practice. The parties agree that it will be to their interest and advantage for students and faculty of the EDUCATIONAL INSTITUTION to be given the opportunity to utilize the FACILITY for educational clinical purposes.

AGREEMENT

1. Students and Faculty. The EDUCATIONAL INSTITUTION will provide evidence that the students and faculty are covered by liability insurance (in such amount as deemed sufficient by the EDUCATIONAL INSTITUTION and FACILITY), and a written statement that so far as the EDUCATIONAL INSTITUTION is aware, faculty and students are in satisfactory health and free of communicable disease. The students have received instruction in standard precautions and transmission based precautions for blood and body fluid exposure and cardiopulmonary resuscitation, as well as all immunizations required by applicable regulatory agencies.
2. Academic Period and Supervision of Students. The students will be in the FACILITY during the regular academic periods defined as Fall, Spring, and/or Summer semesters, and will be under the supervision of a nurse faculty member of the EDUCATIONAL INSTITUTION. The faculty member assigned to supervise students at the FACILITY will (1) be currently licensed or accredited by an approved regulatory agency, (2) be competent (as deemed by the EDUCATIONAL INSTITUTION), and (3) carry liability insurance, in an amount deemed sufficient by the EDUCATIONAL INSTITUTION and FACILITY.
3. Student Assignments. The specific areas of student assignment and the number and distribution of students in the FACILITY will be mutually agreed upon each academic semester by the EDUCATIONAL INSTITUTION and FACILITY. There shall be no more than twelve (12) students per faculty member in direct patient care. The faculty/students will select and assign students in collaboration with a representative of the FACILITY.

- B. The FACILITY will make available immediate emergency treatment for students and faculty during the clinical experience, if needed. The FACILITY will establish a protocol related to post exposure of blood borne pathogens.
- C. The FACILITY will provide faculty with an orientation of the FACILITY'S rules, regulations, and policies; the faculty shall be responsible for orientation of students in regard to such matters.
- D. The FACILITY retains the responsibility, authority, and accountability for the care of patients while students are in the FACILITY providing direct patient care.
- E. The FACILITY has no authority to dismiss faculty or students from the program. Should the FACILITY wish to recommend dismissal of faculty or students, such recommendation must be made in writing.
- F. The FACILITY will permit the authority responsible for accreditation of the curriculum of the EDUCATIONAL INSTITUTION to inspect the facilities and services provided pursuant to this Agreement as necessary for accreditation evaluation.
- G. The FACILITY agrees to provide resources to students and faculty as mutually considered necessary to the successful operation of the education program.
6. Term of Agreement. This agreement shall be effective when executed by both parties and shall remain in effect indefinitely, subject to review at the request of either party. Either party may terminate this Agreement upon written notice delivered at least thirty (30) days prior to the effective date of termination.
7. Indemnification. To the extent permitted by law, the EDUCATIONAL INSTITUTION does further agree and covenant to fully indemnify and hold harmless the FACILITY, its respective stockholders, directors, officers, agents, and employees from any and all liabilities, damages, costs, losses, and expenses of every kind and nature whatsoever, including, but limited to, reasonable attorneys' fees, whether known or unknown, anticipated or unanticipated and whether accrued or hereinafter to accrue, caused by, resulting from, growing out of, or in any manner connected with the FACILITY.
- FACILITY Addendum 3/28/2022:** To the extent permitted by law, EDUCATIONAL INSTITUTION shall indemnify and hold harmless FACILITY against any claim by or through any student or employee of EDUCATIONAL INSTITUTION for any claim of damage or injury including, but not limited to, personal injury of property damage occurring on FACILITY property.
8. Notices. Notices or communication to be given under this Agreement shall be given to the respective parties in writing.
9. Compensation. No student or faculty member of the EDUCATIONAL INSTITUTION providing services at the FACILITY pursuant to this Agreement shall receive monetary compensation or employee benefits including, but not limited to, paid vacation, worker's compensation, disability insurance and retirement benefits.
10. Non-discrimination. The FACILITY and EDUCATIONAL INSTITUTION agree to make no distinction among students covered by this Affiliation Agreement on the basis of race, color, national origin, religion, age, sex, handicap, or marital status.
11. The EDUCATIONAL INSTITUTION agrees to provide in writing:
- Objectives for learning experience.
 - Types of activities in which the students will participate.
 - Level of student training.
 - Number of students to participate.
 - A schedule for the training.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first set forth above:

"FACILITY"

JOHNSON COUNTY TEXAS
2 North Main Street
Cleburne, TX 76033
817-556-6000

Printed Name: Judge Roger Harmon

By: _____

Title: County Judge

Date: 5-9-22

"EDUCATIONAL INSTITUTION"

HILL COLLEGE
112 Lamar Drive
Hillsboro, TX 76645
254-659-7920

Printed Name: Lori Moseley, RN, MSN

By: Lori Moseley

Title: Dean of Instruction, Health Sciences

Date: 03/23/2022

Printed Name: Pamela Boehm, Ed.D

By: Pamela Boehm

Title: President, Hill College

Date: 3/24/2022

Additional Provisions: (Please mark in appropriate space below)

Addendum Attached: X: **Certificate of Insurability**

Addendum Not Attached: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Ft. Washington, PA 19034	CONTACT NAME: PHONE (A/C No. Ext): 888-288-3534 FAX (A/C No): 888-234-6372 E-MAIL ADDRESS: Stb.brokers@aon.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Hill College 112 Lamar Drive Hillsboro, Texas 76845-2799	INSURER A: American Casualty Company of Reading, Pennsylvania 20427	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WORKERS COMPENSATION LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Blanket Medical Liability Coverage				09/01/2021	09/01/2022	\$2,000,000 Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Policy includes coverage for the health occupation students, the faculty and the school.

CERTIFICATE HOLDER **CANCELLATION**

EVIDENCE OF INSURANCE
 Johnson Co. TX.
 2 main street
 Cleburne, TX 76033
 (Signature)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Affinity Insurance Services, Inc.