

**AGREEMENT BETWEEN  
CREIGHTON UNIVERSITY  
AND  
LINCOLN LANCASTER COUNTY HEALTH DEPARTMENT**

This agreement is entered into by Creighton University, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 (hereinafter referred to as UNIVERSITY) and the City of Lincoln on behalf of the Lincoln Lancaster County Health Department located at 3140 N Street, Lincoln, NE 68510 (hereinafter referred to as AGENCY).

**RECITALS**

1. UNIVERSITY is engaged in the operation of an accredited College of Nursing and desires to have its enrolled students in Nursing perform their clinical practicum experience at AGENCY.
2. AGENCY is willing to make its facilities available to the UNIVERSITY for clinical practicum experience to students enrolled in UNIVERSITY'S Bachelor of Science in Nursing (BSN), Master of Science in Nursing (MSN) and Doctor of Nursing Practice (DNP) programs.

**AGREEMENTS**

- (1) Clinical areas, dates, times and numbers of students will be mutually agreed upon at the beginning of each academic term.
- (2) Neither the AGENCY nor the UNIVERSITY shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veterans status or Vietnam era veterans status. Both parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended, governing the privacy of student records.
- (3) UNIVERSITY will provide faculty members who will assume full responsibility for the instruction and evaluation of its students. Faculty will coordinate the learning experience of the students, provide direction for the preceptor and student, and evaluate the student's achievement of the course objectives.
- (4) Agency will provide qualified preceptors who will provide clinical experiences and direct supervision of student's clinical educational experience in accordance with applicable laws, rules, and regulations, including Agency's policies.
- (5) Faculty of UNIVERSITY and the preceptor will be responsible for selecting the learning experiences. Responsibilities of the faculty member are to:
  1. Identify students who meet the criteria for the practicum experience.
  2. Communicate prior to the clinical experience with the student and preceptor the role of the agency in providing learning experiences for students, the role and responsibilities of the faculty and preceptor regarding the experience, and the responsibilities of the student in this experience.
  3. Serve as a resource to the preceptor and the student.
  4. Provide orientation materials, course objectives, forms, evaluation tools, and policies of the College of Nursing as needed to preceptor.
  5. Evaluate student progress and achievement with input from the student and preceptor according to course and student objectives.
  6. Be available via telephone, pager, and e-mail, and respond to concerns or issues that arise during the clinical experience.
  7. Provide an avenue for ongoing communication to student and preceptor.
  8. Evaluate preceptor experience in relationship to course objectives.
- (6) AGENCY retains the responsibility for the supervision of patient care and the UNIVERSITY agrees to be responsible for the instructional program. Responsibilities of the AGENCY are to:
  1. Approve clinical experience for the student (or students).

2. Assist in selection of preceptors.
  - (a) Preceptors for BSN students will have completed an approved Bachelor of Science in Nursing (BSN) education program, be licensed as a Registered Nurse in Nebraska, have at least 24 months experience in the practice of professional nursing, and expertise in the area of practice related to the responsibilities of the appointed position. If a BSN-prepared preceptor is not available, an eligible Preceptor is one who meets all of the following criteria: an RN who is currently enrolled in an RN to BSN program, RN to MSN, RN to DNP, or RN to PhD program; has at least 3 years of clinical practice experience as a RN; has served as a preceptor in Agency and/or attended a formal preceptor training course or program; is approved by Agency as a suitable preceptor and meets any requirements set forth by Agency to serve as a preceptor.
  - (b) Preceptors for nurse practitioner students will be physicians and nurse practitioners who have graduated from an approved/accredited program and who are appropriately licensed and certified in their specialty. Preceptors will have an established practice for at least 12 months in a geographic area where student/preceptor interaction will occur.
  - (c) Preceptors for clinical nurse specialist students, public health students, and clinical systems administration students, will be advanced practice nurses, physicians, health services administrators and/or public and community health leaders. Preceptors will have an established practice for at least 12 months in a geographic area where student/preceptor interaction will occur.
  - (d) Preceptors for Clinical Nurse Leader students will be advanced practice nurses, managers, and clinical educators who hold a minimum of a master's degree. Preceptors will have an established practice for at least 12 months in a geographic area where student/preceptor interaction will occur.
  - (e) Responsibilities of the preceptor in the agency are to:
    1. Assist the student in processing information that will facilitate meeting course/learner objectives within the agency.
    2. Provide learning experiences and client assignments to achieve student and course objectives.
    3. Answer student questions.
    4. Be present in the clinical setting and available to the student at all times during the prescribed clinical time.
    5. Discuss with the student the implications of his/her observations within the agency.
    6. Discuss preceptor's perceptions of the relevant nursing role.
    7. Inform the faculty member of problems or issues that are of concern to preceptor.
    8. Communicate with the faculty member concerning student's progress.
    9. Provide direct supervision of student(s) within the clinical learning experience.
    10. Give student feedback on performance.
    11. Formally evaluate student performance in the clinical area based on course and student objectives.
    12. Limit student experiences as necessary for client safety related to client condition or student concern.

(7) AGENCY shall provide orientation for students to the clinical areas of AGENCY. Orientation will include procedures for exposure to blood borne pathogens and hazardous materials as well as fire safety. AGENCY reserves the right to limit access by the student to confidential information within the agency.

(8) The students and faculty of UNIVERSITY will adhere to all of the AGENCY'S policies and procedures while within the AGENCY including requirements such as certification in Basic Life Support, complying with policies regarding patient confidentiality and maintaining liability insurance. Students are expected to maintain practice within the safe limits which have previously been taught. Recognizing their own strengths and limitations, students are required to request help and supervision as needed. Responsibilities of the student are to:

1. Follow identified course/learner objectives for the experience to be met during the guided clinical experience.
2. Notify the preceptor and the faculty member in advance of absences from prearranged activities.

3. Observe designated clinical times.
4. Arrange for evaluation conference(s) with preceptor and clinical instructor.
5. Document patient care utilizing the preferred method of the AGENCY.
6. Discuss client care with the preceptor each clinical day.
7. Confer with clinical instructor per course guidelines.
8. Maintain an avenue for ongoing communication to faculty member and preceptor.
9. Maintain confidentiality of information obtained during clinical experience.
10. Identify own strengths and areas of needed growth.
11. Request help and supervision as needed from preceptor and/or faculty.

(9) In the event a student or faculty member suffers an illness requiring emergency care while on the premises of the AGENCY, the AGENCY will provide emergency medical care or will arrange transportation to receive emergency care. The cost will be charged to the student or faculty member. UNIVERSITY will be notified of the incident by the preceptor.

(10) AGENCY agrees to permit students and faculty to use its Medical Library and have access to patient charts according to its standard policies.

(11) A conference between representatives of both the UNIVERSITY and the AGENCY shall be held once a year for the purpose of evaluating the practicum program, to review the agreement and to plan for future practicum experiences.

(12) This agreement does not contemplate the payment of a fee or remuneration by either party to the other. It is intended to jointly benefit the UNIVERSITY and its students by improving education and professional preparation of student through the clinical nursing educational program at the UNIVERSITY.

(13) UNIVERSITY shall provide worker's compensation coverage for its staff members while on AGENCY premises to the extent such coverage is required by the State in which the UNIVERSITY is located.

(14) During the term of this Agreement UNIVERSITY shall keep in full force professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate which shall extend to the activities contemplated under this Agreement and undertaken on AGENCY premises, covering both faculty and students and shall provide AGENCY proof of said coverage.

(15) During the term of this Agreement UNIVERSITY shall maintain General Liability Insurance at its own expense naming and protecting the UNIVERSITY, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise out of the operations under this Agreement whether such operations by UNIVERSITY and UNIVERSITY'S students, employees, faculty, or agents of the UNIVERSITY. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage – \$1,000,000;
4. Medical expenses - \$10,000.

UNIVERSITY shall provide the AGENCY a certificate of insurance demonstrating that its general liability insurance meets the requirements of this section. Further, the AGENCY shall be named as an additional insured on the general liability policy. UNIVERSITY may present evidence of equivalent self-insurance in place of a certificate of insurance for general liability insurance. In that instance, the AGENCY shall be treated as an additional insured by the self-insurance as if UNIVERSITY held a general liability policy.

(16) UNIVERSITY agrees to hold AGENCY harmless from claims or injuries or damages to persons and property which arise out of the terms and conditions of this agreement which result from any act or omission of the UNIVERSITY and its faculty or students enrolled in the practicum program. AGENCY agrees to hold the UNIVERSITY harmless from claims or injuries or damages to person and property which arise out of the terms and conditions of this agreement which result from any act or omission of the AGENCY and its employees. The

AGENCY does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives termination of this Agreement.

(17) UNIVERSITY shall ensure that all students and faculty:

- (A) Have had a PPD test and are current in their immunizations according to the most recent recommendations of the American Committee on Immunization Practices of the Centers for Disease Control & Prevention. Immunization shall include Hepatitis B, any titer results, and/or a signed waiver declining the vaccine. In no event shall UNIVERSITY enroll a student for practicum experience who the UNIVERSITY has reason to believe has contracted a communicable disease and is in the communicable period. If the faculty member or student refuses any recommended vaccine or refuses to allow the UNIVERSITY to distribute the faculty's or student's health information, the AGENCY shall be allowed to exercise its discretion in deciding if the faculty or student will be allowed to participate in the clinical experience that is the subject of this Agreement.
- (B) Submit to a complete background check as a condition of participation in the practicum at AGENCY. UNIVERSITY shall attest that it has completed a background check for each student in the form attached as Exhibit A, which is made a part of this Agreement, and disclose to AGENCY any positive findings for a student to the extent permitted by law and shall provide AGENCY or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 5 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the student is not listed on any sexual offender registry or any child abuse registry (3) evidence that the student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list and (4) any other element required by AGENCY to meet state law requirements. AGENCY shall have the right to require the withdrawal of any student in the event that student fails to meet the standards established by AGENCY for acceptable background.

(18) AGENCY has the right to terminate a student's practicum experience and use of its facilities, equipment or supplies where flagrant or repeated violations of the AGENCY'S rules, regulations, policies or procedures occur. Such action will not normally be taken until the charges against the student have been discussed with the appropriate representative of UNIVERSITY. However, the AGENCY reserves the right to take immediate action where necessary to preserve the quality of patient services and to maintain operation of its facilities free from interruption. The UNIVERSITY will not reassign the individual to the AGENCY without prior approval of AGENCY, which will not be unreasonably withheld.

(19) UNIVERSITY students and faculty shall wear UNIVERSITY designated uniforms with name tags while in the clinical area of the AGENCY.

(20) In order to perform clinical affiliation services under this Agreement, the parties agree that students are members of AGENCY'S workforce as defined under the Health Insurance Portability and Accountability Act (HIPAA) and its regulations (45 CFR Parts 160 and 164). This Section 16 applies solely to the privacy and security regulations applicable to AGENCY and does not establish an employment relationship between AGENCY and students for any other purpose.

(21) This Agreement shall be governed and interpreted by the laws of the State of Nebraska without reference to the principles of conflicts of law.

(22) This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

(23) Each section and subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and

invalidity of any section or subdivision of a section shall not invalidate any other section or subdivision of a section thereof.

(21) This Agreement will become effective on, April 1, 2015 and remain in effect unless terminated by either party by written notice given to the other party at least ninety (90) days in advance of such termination. Any students participating in a practicum experience at the time of the notice shall be allowed to complete his/her practicum experience.

**CAPACITY**

The undersigned persons representing the parties hereto do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the party he or she represents to this Agreement

IN WITNESS WHEREOF, the UNIVERSITY and the AGENCY do hereby execute this Agreement.

AGENCY CONTACT:  
Andrea Haberman, RN, MSN  
Manager, Community Health Services  
402-441-8054  
ahaberman@lincoln.ne.gov

UNIVERSITY CONTACT:

**CITY OF LINCOLN**

By \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

Date \_\_\_\_\_

**CREIGHTON UNIVERSITY**

By Cindy Costanzo Ph.D., RN  
Cindy Costanzo, Ph.D., RN  
Interim Dean, College of Nursing

Date 5-13-15

**EXHIBIT A - ATTESTATION FORM**

Attestation by: \_\_\_\_\_ (College)

1. Complete the information below for each person prior to their first clinical rotation. Please check (✓) those boxes for which the Program Participant has the affiliation standard.
2. Attach a list of Program Participant(s) names.
3. College affirms the Program Participant(s) listed below have completed the following **health screenings or documented health status** as follows
  - a. Tuberculin skin test within the past 12 months of documentation as a previous positive reactor or a chest x-ray within the past 12 months; and
  - b. Proof of Rubella and Rubella immunity by positive antibody titers or 2 doses of MMR; and
  - c. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
  - d. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
  - e. Negative drug screen.
4. College has conducted a retrospective **background check** on all Program Participants prior to their participation in clinical activities. Unless AGENCY notified in writing, all background checks are negative. The background check included the following:
  - a. Social Security number verification
  - b. Criminal Search (5 years)
  - c. Violent Sexual Offender & Predator registry
  - d. HHS/OIG/GSA
  - e. Other: \_\_\_\_\_
5. College is responsible for providing program instruction to include:
  - Injury and illness prevention
  - CPR for Healthcare Providers
  - Confidentiality (Patient Rights)
  - Dress Code
  - Universal Precautions
  - Needle safety
  - HIPAA training
  - TB training

*I certify that the Program Participants have completed the following requirements and that supporting documentation for verification purposes is maintained at College.*

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> TB screening    | <input type="checkbox"/> Injury and illness training  | <input type="checkbox"/> Worker's compensation/<br>health insurance current |
| <input type="checkbox"/> MMR             | <input type="checkbox"/> CPR for Healthcare Providers | <input type="checkbox"/> Confidentiality Statement                          |
| <input type="checkbox"/> Varicella Titer | <input type="checkbox"/> Orientation                  | <input type="checkbox"/> Drug Screening Test                                |
| <input type="checkbox"/> Hepatitis B     | <input type="checkbox"/> Background Check Clearance   |   |

Signature of College Representative \_\_\_\_\_

Date \_\_\_\_\_



## CERTIFICATE OF INSURANCE

This is to certify that the MMIC Insurance, Inc. has issued to the insured the policy identified herein by policy number, policy term and limits of liability, which affords Physicians and Surgeons Professional Liability Insurance. This certificate of insurance does not amend, extend or otherwise alter the terms, conditions or limits of the insurance afforded by the policy.

**NAMED INSURED:** Creighton University

**ADDRESS:** 2500 California Plaza  
Omaha, NE 68178

**POLICY TYPE:** Claims Made

**POLICY NUMBER:** IXC000009

**PRIMARY LIMITS OF LIABILITY:** \$1,000,000 each claim  
\$3,000,000 aggregate

**SHARED EXCESS LIMITS OF LIABILITY:** \$5,000,000 each claim  
\$5,000,000 aggregate

**POLICY TERM:** 07/01/2014 to 07/01/2015

**PRIMARY RETROACTIVE DATE:** 01/03/1989

**EXCESS RETROACTIVE DATE:** 01/03/1989

The Retroactive Date listed above is the first date that coverage applies to any claim or suit covered under this policy.

Students of Creighton University are covered for legal liability arising out of the performance of or failure to perform duties while acting within the scope of their duties as students.

Students of Creighton University are provided coverage on a shared limit basis. The Policy Limits specified do not apply separately to students.

If this policy is cancelled by MMIC before the expiration date shown, MMIC will endeavor to mail advance written notice to the certificate holding organization or hospital. Failure to mail such a notice will impose no obligation or liability of any kind upon MMIC.

**CERTIFICATE HOLDER:** Any student of the Named Insured, but only for legal liability arising out of the performance of, or failure to perform, duties while acting within the scope of their duties as students.

**DATE ISSUED:** 06/16/2014