

ORIGINAL

RESOLUTION 2012 - 32

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING AFFILIATION
AGREEMENT RELATING TO FACILITIES EDUCATION FOR THE YAKIMA
VALLEY COMMUNITY COLLEGE MEDICAL BILLING AND CODING
PROGRAM**

WHEREAS, the City of Sunnyside operates an Ambulance Transport Service and employs a certified medical billing coder; and

WHEREAS, Yakima Valley Community College ("College") is seeking a partnership with the City of Sunnyside Fire Department Ambulance ("Training Site") for the purpose of providing an externship program for the students in the Medical Billing and Coding Program at the college ; and

WHEREAS, the purpose of this program is to provide a training site which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for College's students who are enrolled in its Medical Billing and Coding program ("education program"); and

WHEREAS, the City Council finds and determines that such approval is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the affiliation agreement relating to facilities education for the Yakima Valley Community College Medical Billing and Coding Program which such agreement is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23rd day of April, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

**AFFILIATION AGREEMENT
RELATING TO FACILITIES EDUCATION FOR THE
YAKIMA VALLEY COMMUNITY COLLEGE
MEDICAL BILLING AND CODING PROGRAM**

This Agreement is made and entered into between **Yakima Valley Community College** ("College"), and **City of Sunnyside Fire Department Ambulance** ("Training Site"), located at 513 South 8th Street, Sunnyside, Washington. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for College's students who are enrolled in its Medical Billing and Coding program (the "education program"). In consideration of the mutual covenants and agreements contained herein, College and Training Site agree as follows:

I. GENERAL PROVISIONS

A. College and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, College may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Where applicable, deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be 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.

B. College and Training Site will jointly plan the clinical education program. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. College and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of College and Training Site.

D. There will be no payment of charges or fees between College and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will College or Training Site engage in such discrimination in their employment or personnel policies.

II. COLLEGE'S RESPONSIBILITIES

A. College will provide information as requested to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. College will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. College will be responsible for instruction and administration of the students' academic education program. College will notify Training Site in writing of any change or proposed change of its Liaison. College will have the final responsibility for grading students.

B. For precepted clinical experiences, College's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any during the clinical education program as pre-determined to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. College is responsible for arranging and planning the meetings.

C. College will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program before the beginning date of the clinical education program. College is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. College will notify Training Site in writing of any change or proposed change in a student's status or schedule.

D. College will verify that all students abide by the following immunization requirements. If requested, College will provide information to Training Site regarding student status concerning these requirements.

- Tetanus injection: Within the last ten years.
- Measles, Mumps, Rubella injection: At least once in lifetime.
- Hepatitis B injections: The series of three injections must be given over a period of months. The second injection is given one month after the first, with the third administered six months after the first. Documentation must be in the student's file proving the first two injections have been completed prior to the first Clinical Procedures lab. The third injection must be scheduled and received prior to the externship.
- Tuberculin skin test (PPD): Required once a year. If the student does not have a documented negative skin test result within the preceding 12 months, a two-step baseline must be used. Students with a positive PPD must have a chest x-ray and provide documentation to the Allied Health Program office that demonstrates no active Tuberculosis. The student should have a repeat PPD if exposed to a patient with active TB.
- Hepatitis A injection: Currently not required, but strongly recommended for all health care professionals.

E. College will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. College agrees to request a criminal background check pursuant to applicable "Child and Adult Abuse Laws." College agrees to provide Cooperating Institution with criminal background check results that indicate a criminal history pursuant to RCW 43.43.830(5). College acknowledges that placement of each student at Cooperating Institution is contingent upon provision of the criminal background check results dated less than two years prior to the commencement of the clinical education program placement and according to current Cooperating Institution policies.

Training Site understands and agrees that any information forwarded to it by College has been procured through this process. College does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

G. College will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. College will notify each student of his/her status and responsibilities pursuant to this Agreement.

H. College will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. College will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing mutually agreed upon Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the College-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. If requested, Training Site will submit in writing to College the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify College in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials, as well as a copy of the Training Site's pertinent rules and regulations with which the student is expected to comply.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. If mutually agreed, and within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, College faculty.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to College on forms provided by College.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify College of the action taken. All final resolutions of the student's academic status in such situations will be made solely by College after reviewing the matter and considering whatever written factual information Training Site provides for College; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by College during their clinical education program at Training Site.

D. Students assigned to Training Site will be and will remain students of College, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any College student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to College or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division, while working in the Training Site.

C. Training Site maintains professional liability insurance coverage with _____ [insurance company]. Through that coverage, Training Site provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. [Optional: Training Site also maintains liability insurance coverage with _____ [insurance company] for students performing under this Agreement at the Training Site.

VI. TERM

A. This Agreement is effective beginning March 26, 2012, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party.

B. This agreement may be canceled by written notice 6 months prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. College certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. College has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to College's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

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

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by College or Training 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:

(a) To College:

Yakima Valley Community College
Allied Health Technology Programs
PO Box 22520
Yakima, WA 98907-2520

(b) To Training Site:

City of Sunnyside Fire Department Ambulance
513 S. 8th Street
Sunnyside, WA 98944

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 U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. College and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

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

H. Waiver. 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 of the parties, 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 of such provisions, rights or privileges hereunder.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of College.

J. HIPPA. College voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). As needed, Training Site will provide additional training on Training Site's specific HIPAA policies and procedures. College will direct its students and faculty to comply with the policies and procedures of Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and College. Solely for the purpose of defining students' role in relation to the use and disclosure of Training Site's PHI, students acting pursuant to this Agreement are defined as members of Training Site's workforce. However, College's students and faculty shall not be considered to be employees of Training Site.

YAKIMA VALLEY COMMUNITY COLLEGE

City of Sunnyside Fire Department Ambulance

Name Paulette Lopez

Aaron Markham, Fire Chief

Title Dean, Workforce Education Division

Administrative Representative

Signature _____

Signature _____

Date _____

Date _____

Name Chris Ivy

Sandy Standley

Sandy Standley
CPC-IT

Title Director, Medical Billing & Coding Program

Medical Billing & Coding Representative

Signature _____

Signature _____

Sandy Standley, CPC-IT
3/21/12

Date _____

Date _____

Approved as to form:
By James Yockey June 5, 2006
Assistant Attorney General
Attorney for College