

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

This agreement is entered into by City of Lincoln on behalf of the Lincoln-Lancaster County Health ("Site") and Creighton University, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 ("Creighton").

Creighton desires to provide a professional clinical educational experience program for its students, and has asked Site to participate in that program in order to provide Creighton's students an opportunity for clinical education.

In consideration of the mutual benefits, the parties agree to the following:

**I. GENERAL INFORMATION:**

- A. The course of instruction (the "Clinical Program") will cover a period of time mutually agreed upon between Site and Creighton. The Clinical Program objectives will be communicated in writing to the Site's preceptor by the appropriate Creighton Clinical/Experiential Education Office when scheduling students.
- B. Except under compelling circumstances agreed to by both parties, the beginning dates and length of experience will be agreed upon no less than one month before the beginning of the Clinical Program.
- C. The number of students eligible to participate in the Clinical Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- D. Students are not employees of Site or Creighton and are not eligible for compensation or benefits from either institution.
- E. Neither Site nor Creighton will discriminate against any employee or student on the basis of race, national origin, religion, creed, sex, sexual orientation, age, or marital, veteran or disability status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, and regulations promulgated thereunder, governing the privacy of student records.
- F. There shall be no compensation beyond the exchange of Services by the Site and Creighton.

**II. RESPONSIBILITIES OF CREIGHTON:**

- A. Creighton shall provide and maintain the records and reports required by Site for conducting clinical learning experiences of its students under this Agreement. Creighton assumes responsibility for assigning grades for the clinical education experience.
- B. Provide a qualified faculty who will assume full responsibility for instruction and supervision of students. The faculty of Creighton will be responsible for selecting learning experiences according to a plan worked out and agreed upon by both parties.
- C. Creighton shall obtain or require its students to maintain professional liability insurance coverage in the amount of \$1,000,000 per medical incident/\$3,000,000 aggregate to cover the liability of the student. Creighton shall provide Site proof of the applicable professional liability insurance covering any participating student prior to commencement of said student's work with Site.

- D. Creighton shall require its students to comply with Site policies and procedures while participating in the Clinical Program at Site, including Site's policies and procedures governing patient confidentiality. As a part of this agreement, Creighton shall require students to submit to the appropriate Clinical/Experiential Education Office a signed Student Clinical Participation and Confidentiality Agreement. An example of this agreement is attached as Exhibit A.
- E. Creighton acknowledges that it shall submit a signed attestation form for each student participating in the Clinical Program at Site. An example of this attestation form is attached as Exhibit B.,
- F. Creighton will conduct a background check on each student prior to participating at Site. Creighton will only send students on rotation whose background checks have no positive findings or whose results have been pre-approved by Site. Creighton's background check will include the following items:
  - 1. Social Security number verification
  - 2. Criminal search (5 years)
  - 3. Violent Sexual Offender & Predator registry
  - 4. HHS/OIG/GSA
  - 5. Any other items requested in writing by Site upon signing of this Agreement.
- G. Creighton shall defend, indemnify and hold Site harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents, students, or employees.
- H. Creighton will assign to Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum unless remediation-related clinical education services have been specifically negotiated with Site.
- I. Creighton will enforce rules and regulations governing students that are mutually agreed upon between Site and Creighton.
- J. Be responsible to the Site for patient care directly provided by students and faculty.
- K. Require students and faculty to dress professionally as outlined in the Site's dress and grooming guidelines and provide own transportation.
- L. It is understood that the Program Provider will not interfere with the primary mission of the care and treatment the Site's patients. The Program Provider shall require its students and faculty to adhere to the Site's rules, regulations, policies, and procedures while on the premises.
- M. The Program Provider shall provide written documentation to the Site that each student participating in the Program meet the Site's standards regarding health and immunization status. The documentation shall guarantee to the Site that each student has received immunizations according to the most recent recommendations of the American Committee on Immunization Practices of the Centers for Disease Control & Prevention. The documentation shall also include the students' TB screening status, any titer results, or a copy of the student's refusal. If a student refuses any recommended vaccine or refuses to allow the Program provider to distribute the student's health information to the Site, the Site shall be allowed to exercise its discretion in deciding if the student will be allowed to participate in the field and clinical experience that is the subject of this Agreement.
- N. Creighton shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Creighton and Site, its officials, employees, and volunteers as insured 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 from work performed under this Agreement whether such work is done by Creighton, its employees, students, or other individuals for whose actions Creighton might be liable. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Act or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence and \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$10,000; and
7. Fire Damage (any one fire) - \$100,000.

Creighton shall provide the following to Site:

1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln, as the Site for this Agreement, shall be specifically named as an additional insured on the General Liability Insurance.
2. Proof of Worker's Compensation Insurance, where appropriate.

Creighton is required to provide Site notice with thirty (30) days notice of its cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

### III. RESPONSIBILITIES OF SITE:

- A. Site will participate in directing and implementing the Clinical Program.
- B. Site reserves the right to limit the number of students it receives. Site, in conjunction with Creighton, will determine the dates for student participation in the program.
- C. If Site accepts a student, Site shall provide instruction and professional experience in accordance with Clinical Program objectives (Section I. A) and any specific Clinical Program goals developed and agreed upon by the parties.
- D. Site shall provide and maintain records and reports required by Creighton for conducting the educational program and provide an evaluation to Creighton on forms provided by Creighton.
- E. Site shall be under no obligation to maintain any facilities for the Clinical Program other than those which Site ordinarily maintains in the course of its business.
- F. Site shall provide available time, when possible, to clinical instructors for attending clinical supervisory meetings and conferences called by Creighton as part of the educational program.
- G. Site will inform participating students on pertinent policies and procedures at Site.
- H. Site will encourage students in Creighton's Clinical Program to attend the Site's professional meetings, and shall allow such students access to journals, books, and periodicals contained in Site's library, if any, provided, that no student shall be permitted to take outside of the premises any such journals, books, or periodicals from the library unless approved by Site.
- I. No student shall be entitled to any stipend from Site by reason of this Agreement or by reason of such student's participation in the Clinical Program. Students may not accept stipends from Site if prohibited by accreditation standards.
- J. Site shall defend, indemnify and hold Creighton harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Site, its officers, agents, or employees. This indemnification provision is not intended to and shall not change the obligations of any insurance company under any insurance policy maintained by a party.

Further, Site does not waive its governmental immunity by entering into this Agreement and fully maintains any and all defenses provided by law. This provision survives any termination of this Agreement.

- K. Site retains the right to terminate any student's participation in the Clinical Program where it reasonably believes doing so is necessary to protect the health, safety and welfare of Site, its patients, employees or visitors. Site shall immediately notify the Director of the Clinical/Experiential Education Office (identified in the mailing address provided at on the signature page of this Agreement) of any such termination of a student. The Director of the Clinical/Experiential Education Office will notify any Creighton faculty serving as Instructor of Record for the terminated student's clinical education rotation.
- L. Students who become ill while at Site will be provided initial medical or emergency treatment at Student's cost.

#### IV. TERMINATION FOR BREACH:

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party sixty (60) days written notice.

#### V. TERMINATION FOR CONVENIENCE:

Site has the right to terminate this Agreement for any reason for its own convenience. If Site terminates this Agreement for convenience, Site shall provide Program Provider with sixty (60) days written notice of the termination.

#### VI. TERMINATION FOR LACK OF FUNDING:

The Site may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of Site. In the event of unavailability of funds to pay any amounts due under this Agreement, Site shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to Site.

#### VII. INDEPENDENT ENTITIES:

Site is interested only in the results produced by this Agreement. Creighton has sole and exclusive charge and control of the manner and means of performance of its employees and students. Creighton shall perform as an independent contractor and it is expressly understood that neither Creighton nor any of its staff or students are employees of Site and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

#### IX. AUDIT PROVISION:

Creighton shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

#### X. NEBRASKA LAW:

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

#### XI. INTEGRATION, AMENDMENTS, ASSIGNMENT:

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.

**XII. SEVERABILITY & SAVINGS CLAUSE:**

Each section and each 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 of this Agreement shall not invalidate any other section or subdivision of a section thereof.

**XIII. TERM:**

The term of this Agreement shall be from August 1, 2013 and shall continue until completion of all the obligations of this Agreement, but in no event longer than July 31, 2017.

**XIV. CAPACITY:**

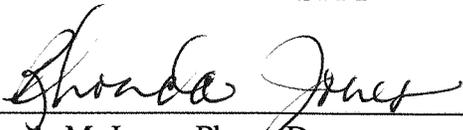
The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.

**LINCOLN-LANCASTER COUNTY HEALTH    CREIGHTON UNIVERSITY**

By \_\_\_\_\_

Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68510

By 

Rhonda M. Jones, Pharm.D.  
Director, Office of Experiential Education  
School of Pharmacy and Health Professions

By  6/12/13

Victoria F. Roche, Ph.D.  
Senior Associate Dean  
School of Pharmacy and Health Professions

Creighton Mailing Address:

Creighton University  
School of Pharmacy and Health Professions  
Department of Experiential Education  
Clinical Education Office  
2500 California Plaza  
Omaha, NE 68178

**EXHIBIT A**  
**STUDENT CLINICAL PARTICIPATION AND CONFIDENTIALITY AGREEMENT**

SITE is committed to quality health care and confidentiality for its patients. As a student of another institution assigned to a clinical experience at SITE, the undersigned is required to agree to the terms of this Agreement. Please review and ask questions if you have any.

“Confidential Information” is any patient, physician, employee, and SITE business information obtained during the course of work or association with SITE.

I agree to treat all Confidential Information as strictly confidential and will not reveal or discuss Confidential Information with anyone who does not have a legitimate medical and/or business reason to know the information. I understand that I am permitted to access Confidential Information only to the extent necessary for patient care and to perform my duties while assigned to SITE. I will not disclose identifiable Confidential Information (e.g., name, date of birth) if the identity of the individual can be removed. I understand that I am a member of SITE’s workforce for purposes of complying with the Health Insurance Portability and Accountability Act of 1996, and its applicable privacy and security regulations, and agree to follow SITE’s policies regarding HIPAA while participating in this Clinical Program at SITE.

I will abide by all SITE policies and procedures regarding Confidential Information.

If I am given any access security codes or passwords, I agree to use them solely to perform my duties and will not breach the security of the information systems or premises. I will not use or disclose or misuse security codes or passwords. I will not misuse or attempt to alter SITE information systems in any way. I understand that SITE reserves the right to audit, investigate, monitor, access, review and disclose information obtained through the information systems at any time, with or without advance notice to me and with or without my knowledge. I understand I will be held accountable for my work and any changes made under my password and security codes. I understand that I am responsible for the accuracy of information submitted under my passwords and security codes.

I am expected to be covered by my own health insurance at all times, including hospitalization insurance. Should I seek routine or emergency medical care, I understand that I will be responsible for the cost of such care.

I am not and will not be an employee of SITE by virtue of my participation in this Clinical Program at Site and shall not be entitled to compensation or employee benefits of any kind, including but not limited to health insurance, workers’ compensation insurance or unemployment benefits.

I understand that violations of SITE policy may subject me to immediate termination of my assignment at SITE, as well as civil sanctions and/or criminal penalties.

My signature acknowledges that I have read and understand this Agreement.

\_\_\_\_\_  
Student Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
SITE

This Exhibit is made a part of the Agreement to which it is attached.

## EXHIBIT B - HEALTH STATUS/CLINICAL PROGRAM TRAINING ATTESTATION FORM

1. I verify the following information for the required *health screenings, immunizations or documented health status* and will provide documentation upon request.
  - a. Tuberculosis screening within the past 12 months (negative PPD skin test or a chest x-ray and health care provider review if a previous positive PPD reaction)
  - b. Measles, mumps, and rubella (MMR) immunity (positive antibody titers or 2 doses of MMR): DATES
  - c. Diphtheria, pertussis, and tetanus immunity (Tdap, Adacel, or Boostrix): DATE
  - d. Polio immunity (3-dose series or positive antibody titer): DATE
  - e. Varicella immunity (positive history of chickenpox and positive antibody titer or Varicella immunization): DATES
  - f. Hepatitis B immunity (3-dose series and positive antibody titer): DATES

I verify that I have CPR for Healthcare Providers certification with an expiration date of \_\_\_\_\_:

2. Creighton provides the following required program instruction to all students. I verify that I have received instruction in all areas
  - CPR for Healthcare Providers
  - Confidentiality (Patient Rights)
  - Dress Code
  - Universal Precautions, including needle safety
  - HIPAA training

I agree to abide by all policies and procedures of the sites hosting my rotations/clinical experiences.

My signature acknowledges that the information I have provided is complete and accurate and that I authorize the above information to be disclosed to preceptors/sites prior to rotations/clinical experiences.

\_\_\_\_\_  
Student Name (print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

This Exhibit is made a part of the Agreement to which it is attached.



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**CERTIFICATE OF INSURANCE**

This is to certify that the Midwest Medical Insurance Company 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.

**INSURED'S NAME:** Creighton University  
**ADDRESS:** 2500 California Plaza  
Omaha, NE 68178  
**POLICY TYPE:** Claims Made  
**POLICY NUMBER:** IXC000009  
**POLICY LIMITS:** \$1,000,000 each claim  
\$3,000,000 aggregate  
**SHARED EXCESS LIMIT:** \$5,000,000  
**POLICY TERM:** 07/01/2013 to 07/01/2014  
**RETROACTIVE DATE:** 07/01/1986  
**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.

Retroactive date is the date listed on the declarations page which is the first date that coverage applies to any claim or suit covered under this policy.

Excess retroactive date is the first date that coverage applies to that portion of a claim or suit exceeding one million dollars each claim or three million dollars aggregate.

If the insured type listed above is shown as clinic, hospital, or individual practitioner, employees of the insured are included as additional insureds while acting within the scope of their employment duties for the insured. This additional coverage excludes coverage for interns, externs, residents, dental, osteopathic or medical doctors, podiatrists, nurse mid-wives, certified registered nurse anesthetists and heart/lung perfusionists.

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.

Policy Number: IXC000009  
Issue Date: 6/24/2013

MIDWEST MEDICAL INSURANCE COMPANY  
7650 EDINBOROUGH WAY, SUITE 400, MINNEAPOLIS, MN 55435-5978  
PH.(952) 838-6700 OR 1-800-328-5532 FAX (952) 838-6808