

BRIEFING  
DRAFT

**FORSYTH COUNTY  
BOARD OF COMMISSIONERS**

MEETING DATE: JANUARY 18, 2018

AGENDA ITEM NUMBER: 11

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN INSTRUCTIONAL AGREEMENT  
BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PUBLIC HEALTH  
DEPARTMENT, AND UNIVERSITY OF NORTH CAROLINA AT GREENSBORO FOR  
USE OF COUNTY OWNED PROPERTY  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  Yes  No

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF  
AN INSTRUCTIONAL AGREEMENT BETWEEN FORSYTH  
COUNTY, ON BEHALF OF ITS PUBLIC HEALTH DEPARTMENT,  
AND UNIVERSITY OF NORTH CAROLINA AT GREENSBORO  
FOR USE OF COUNTY OWNED PROPERTY  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**WHEREAS**, Forsyth County, on behalf of its Public Health Department, has made office and classroom space in the Forsyth County Public Health Department available to University of North Carolina at Greensboro (“University”) to provide clinical experience for students at the University to increase the number of qualified candidates available to apply for positions with the Forsyth County Department of Public Health; and

**WHEREAS**, the arrangement between the Forsyth County Health Department and the University should be memorialized and authorized by the Forsyth County Board of Commissioners according to the provisions of N.C.G.S. 160A-274.

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute the attached Instructional Agreement, between Forsyth County, on behalf of its Public Health Department, and University of North Carolina at Greensboro for use of Forsyth County’s facilities for the purposes stated therein, pursuant to the provisions of N.C.G.S. 153A-176 and 160A-274, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original Agreement is attached hereto and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute, on behalf of Forsyth County, agreements for future fiscal years with this party for the purposes provided herein, if the agreement is necessary, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 18<sup>th</sup> day of January 2018.

**INSTRUCTIONAL AGREEMENT  
THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO  
SCHOOL OF NURSING**

and

**Forsyth County Health Department**

I. General Provisions

This agreement, dated 9-1-2017, confirms the arrangements mutually agreed upon between **Forsyth County Health Department** (hereafter referred to as "Agency") and **The University of North Carolina at Greensboro** (hereafter referred to as "University"), through representatives of The School of Nursing.

II. Purpose

The parties specified in this Agreement have determined that they have a mutual interest in providing student learning experiences in Agency. The University has determined that student placements in Agency are consistent with the goals and objectives of the curriculum and will enhance the program of study.

III. Term

- A. Effective date for this Agreement shall be the date indicated above. It shall run continuously from the date of signatures
- B. This Agreement may be terminated by either party upon written notice of at least ninety days, provided that such termination cannot occur during the middle of a regular semester and, provided further that, in the determination of the University, termination will not negatively affect students currently placed in Agency. The party initiating termination will bear costs, if any, resulting from non-cancellable commitments.

IV. Compliance with University and Agency Policies

- A. Students working in Agency will be subject to University's Academic Integrity Policy and the Student Code of Conduct, copies of which will be provided to Agency by Faculty Liaison. If alleged violations occur, Agency will notify Faculty Liaison. If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in Agency activities. Agency must immediately notify Faculty Liaison, who will arrange proper hearing procedures as soon as practical.
- B. Agency will require student participating in Agency activities to comply with its

own operational policies and procedures. In the case of inconsistencies, however, University policies will supersede unless Faculty Liaison and Agency agree on alternate provisions. Agency will provide copies of such policies and procedures to Faculty Liaison and to students assigned to work in Agency.

V. General Responsibilities of the Parties

- A. The University will have the following responsibilities:
1. Notify students of appropriate placement opportunities for the experiential learning activity;
  2. Approve placement site and learning objective;
  3. Select and register students for placement;
  4. Award University credit to students, where appropriate, at end of placement;
  5. Identify for the Agency the personnel serving as the primary contact for specified learning activities;
  6. Participate in planning and evaluation regarding learning activities;
  7. Provide Agency with evaluation forms and deadlines;
  8. Inform Agency of the University calendar and initiate discussions of students' obligations to report to Agency whenever classes are not in session; and
  9. Implement procedures to notify students of obligations listed below and monitor students' compliance:
    - (a) attend orientation sessions regarding learning activity;
    - (b) comply with all applicable policies and operational procedures of Agency;
    - (c) negotiate a set of learning objectives with Agency and University and provide to each a written statement of objectives;
    - (d) give prior notice of necessary absence to appropriate University and Agency personnel;
    - (e) obtain and maintain any required professional personal liability and/or health insurance;
    - (f) maintain professional standards of confidentiality;
    - (g) participate in all individual or group meetings associated with learning activity; and
    - (h) provide personal transportation to and from learning activity.
  10. Compliance with Blood borne Pathogens Standard: UNCG shall provide training to students in universal precautions prior to assigning a student to participate in an

internship at Agency. Agency will be responsible for providing appropriate personal protective equipment required to comply with OSHA Standards as such compliance relates to the performance of this Agreement. UNCG shall provide documentation to the Agency that each participating student has received the hepatitis B vaccine or has declined such vaccine in writing. A copy of the Agency's policy for inadvertent Exposure to Blood borne Pathogens is available upon request.

11. Maintain evidence of Current licensure of Nurse faculty as Registered Nurses in North Carolina.
  12. Obtain prior permission of the institution for placement of any students for educational experiences.
  13. Maintain professional personal liability for faculty and students. The limits of liability is two million per occurrence and four million per aggregate. An endorsement of the insurance policy will be provided by the carrier.
  14. Faculty have responsibility for supervision and evaluation of students in the clinical area.
- B. Agency shall have the following general responsibilities:
1. Provide opportunities for student observation and/or participation on Agency premises;
  2. Provide a safe environment in compliance with all federal and state laws and inform University and student of hazardous conditions and unusual circumstances that may create unsafe conditions;
  3. Provide to Faculty Liaison and students written policies and operational procedures to which students are expected to adhere while they are in Agency setting;
  4. Provide to Faculty Liaison a list of duties or job description for student placements with notation of any specific requisite skills or abilities;
  5. Participate in planning or evaluation sessions with students and, where appropriate, with University faculty;
  6. Identify for Faculty Liaison the Agency personnel primarily responsible for supervising learning activity in Agency;
  7. Provide on-site supervision and guidance to learning activities (when faculty are not on-site).

8. Provide timely final evaluation of student performance in the manner specified by University;
9. Conduct exit interviews with students that will include discussion of Agency's final evaluation; and
10. Notify Faculty Liaison of unsatisfactory performance or misconduct of student and provide documentation of any charge to Faculty Liaison. If a student fails to comply with Agency's policies and procedures, Agency may temporarily suspend that student from further participation in the program on its premises pending a hearing to be held by University. Agency agrees that it will cooperate in providing necessary evidence at such a hearing. If the charges are affirmed at the hearing, the student may be terminated from all participation in the program on Agency's premises. If the charges are rejected, Agency agrees to reconsider its decision to bar student from its premises. If agency unreasonably refuses to readmit the student, such refusal may be deemed a breach of this agreement.

VI. Number of Placements

Agency and University will mutually determine the number of students to be placed in Agency for a given term. Agency and University may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

VII. Nondiscrimination

Both parties give mutual assurance that in performing their duties under this Agreement, they will not discriminate on the basis of race, sex, religion, national origin, age, and handicap. Reasonable accommodation for participation by disabled persons will be made in compliance with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

VIII. Monetary Compensation to Student Requiring Separate Agreement

Students placed in learning activities under this Agreement receive University credit toward an academic degree, including where appropriate hourly units. Monetary compensation to students is not provided under the terms set out herein, and any agreement between Agency and a student for monetary compensation to the student must be separate from this Agreement. Agency hereby stipulates that any such agreement between itself and a student will comply with all state and federal laws, including the Fair Labor Standards Act, if such Act is applicable to Agency.

IX. Employment

Students are not considered employees of either the University or the Agency except as agreed to between a student and Agency pursuant to section VIII.

X. Indemnification

Agency shall indemnify and hold harmless UNCG and its agents from any and all liability, damages, costs or expenses arising out of or related to the negligence of its agents in connection with this Agreement. UNCG accepts responsibility for the tortious acts of itself and its employees to the extent permitted by the North Carolina Tort Claims Act.

XI. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be modified without the written consent of both parties. This Agreement shall be construed and governed by North Carolina Law and any disputes shall be filed in a North Carolina court of competent jurisdiction. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

Instructional Agreement 9/8/17

In witness whereof, the parties have caused this Agreement to be signed by their respective administrative officers:

For and on behalf of The University of North Carolina at Greensboro:

*Jennifer B. Sandoval*

*9/8/17*

\_\_\_\_\_  
Jennifer B. Sandoval, RN, MSN, PhD  
Faculty Liaison

\_\_\_\_\_  
Date

*Robin Remsburg*

\_\_\_\_\_  
Dr. Robin Remsburg  
Dean

*11/16/17*  
\_\_\_\_\_  
Date

For and on behalf of **Forsyth County Health Department**

By \_\_\_\_\_

*Martha Hunter*  
\_\_\_\_\_  
Signature

*9/28/17*  
\_\_\_\_\_  
Date

Print Name \_\_\_\_\_

*Martha Hunter*  
\_\_\_\_\_

Title \_\_\_\_\_

*Health Director*  
\_\_\_\_\_