

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

June 17, 2021

ACTION: **Approve Health Services Agreement with Faith Regional Physician Services LLC for Wayne State College**

Wayne State requests approval to enter into a health services Agreement with Faith Regional Physician Services for 2021-22. This Agreement will provide similar services as the 2020-21 Agreement.

The System Office and Wayne State College recommend approval of the Agreement with Faith Regional Physician Services for Wayne State College.

ATTACHMENTS:

- WSC FRPS Agreement 21-22 (PDF)

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT is between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, hereinafter "WSC" and Faith Regional Physician Services, L.L.C., hereinafter "FRPS" a Nebraska limited liability company and wholly-owned subsidiary of Faith Regional Health Services, a Nebraska non-profit corporation regarding health services to be provided to students enrolled at WSC.

This Health Services Agreement (Agreement) replaces the previous Professional Services Agreement, which was effective August 1, 2020.

TERMINATION AND TERMINATION OF THIS AGREEMENT

1. The term of this Agreement shall be for one (1) year beginning August 1, 2021, unless a written Notice of Termination is provided by one party to the other party.
2. Either party may terminate this Agreement, without cause, at any time, upon one hundred twenty (120) days advanced written Notice of Termination is provided to the other party. In the event of termination, WSC shall be liable to FRPS only for the prorated payments required by this Agreement to the date of termination and invoiced upon the termination effective date.

FRPS RIGHTS AND RESPONSIBILITIES

In performing the services outlined in this Agreement, FRPS agrees to:

1. For students who are determined by the WSC or FRPS Nurse to need additional care, such students will be referred to a Provider at FRPS. Provider is defined as an individual who is qualified by education, training and licensure/regulation and has privileges to perform the services outlined in this Agreement. Provider certification will include: D.O., M.D., PA-C, APRN, and/or NP. Evidence of such licensure/certification for each Provider shall be provided to WSC upon request. The services of FRPS shall include the following:

Services of the Provider will be provided at the WSC Student Health Clinic at Providence Medical Center located at 1200 Providence Road, Wayne, Nebraska. FRPS shall provide for the examination and testing (if needed) of WSC students referred to FRPS, generally during the hours of 11:00 a.m. to 1:00 p.m., but no more than 2 hours per day Monday-Friday during the WSC academic school year. The services of FRPS shall include:

- Tests for Strep Throat, Mono and Influenza
- Urinalysis (UA's) for Urinary Tract Infections
- No cost appointments with provider on agreed upon clinic dates and times

SERVICES OFFERED TO STUDENTS AT THE STUDENT'S EXPENSE/BILLED TO STUDENT INSURANCE INCLUDE, BUT ARE NOT LIMITED TO:

- Prescription medication
- X-ray and related radiology diagnostic services
- Immunizations such as flu shots
- Laboratory testing: blood tests, serologies, etc.
- Any provider care received other than that scheduled as Student Health

2. Provide a Registered Nurse (RN) or Licensed Practical Nurse (LPN) (together "Nurse") or qualified staff member for intake during the hours of 11:00 AM and 1:00 PM Monday through Friday beginning two weeks prior to the start of the academic school year and during the fall and spring semesters to assist the Provider.

3. Provide a Provider, two (2) times per week for one (1) hour at the WSC athletic training room for general medical needs (illness, concussion checks, etc) beginning two weeks prior to the start of the academic school year and during the fall and spring semesters. This also includes sideline coverage during home football games. This also is available for post-season events as mutually agreed upon between both parties. Provider is defined as an individual who is qualified by education, training and licensure/regulation and has privileges to perform the services outlined in this Agreement. Provider certification will include but is not limited to: D.O., M.D., PA-C, APRN, and/or NP.

4. Provide intake services through FRPS clinic on an as needed basis during times WSC is not in session or when the FRPS designated provider is unavailable. Students must inform clinic staff they are a WSC student.

5. FRPS will provide a dietitian to provide general education on a variety of topics on current health issues, including education regarding meal planning, food journaling, healthy recipe ideas and heart-healthy eating. Services include hosting student support group/educational classes at least once per semester and the hours onsite may be used to prepare for these sessions. Medical nutrition therapy can be provided with provider orders. This includes any 1:1 services which may include but are not limited to nutrition plans and weight loss. The dietitian will be available onsite once a month during the months of August, September, October, November, January, February, March and April (a total of eight (8) times) for up to four (4) hours per session during the school year.

6. FRPS shall be solely responsible for hiring, supervision, compensation, and termination of staff or personnel required of FRPS pursuant to this Agreement. Consideration will be given during the hiring process for personnel with experience in student health.

7. When the regularly scheduled FRPS employee is unable to work due to vacation, illness, or other reasons, FRPS will provide a substitute employee.

8. FRPS shall submit to WSC a written summary of health services provided to WSC students through the WSC Student Health Clinic located at Providence Medical Center, and

shall maintain all medical records belonging to WSC students for services provided by FRPS, and FRPS shall be responsible for protecting the confidentiality of all records regarding services provided under this Agreement in conformity with applicable laws and ethical standards of the medical profession including but not limited to the Health Insurance Portability and Accountability Act (HIPPA).

9. FRPS shall provide, at its cost, insurance from a reputable insurance company acceptable to WSC and deliver to WSC, upon request, satisfactory evidence of such coverage, as follows:

A. Worker's compensation insurance in compliance with the laws of the State of Nebraska and employer's liability insurance covering all of its employees with a minimum liability limit in compliance with state statutory requirements.

B. Comprehensive general liability insurance, including contractual liability and medical malpractice insurance, with a minimum liability limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in umbrella coverage. FRPS may satisfy this requirement through a policy or policies of insurance written through private companies or through a combination of private insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act, Neb. Rev. Stat. § 44-2801 *et seq.* WSC shall be named as an additional insured on such policies and the policies shall reflect that any right of subrogation against WSC is waived.

10. FRPS is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, also known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11. FRPS agrees to fully comply with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. FRPS further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement, if any.

12. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, FRPS certifies that it operates a drug-free workplace and, during the term

of this Agreement, will be in compliance with the provisions of the Drug Free Workplace Act of 1988.

WSC RIGHTS AND RESPONSIBILITIES

Pursuant to the services to be rendered by FRPS under this Agreement, WSC shall:

1. Provide staff to provide clerical support services, including telephone service and appointment scheduling.
2. Provide physical space at the WSC Student Health Clinic located at Providence Medical Center, which space shall have sufficient room(s) so as to maintain the privacy and confidentiality of students seeking health services.
3. Provide I.T. services including: computer, monitor, printer, printer supplies, internet, phone, phone service and basic office furniture at the WSC Student Health Clinic located at Providence Medical Center.
4. Maintain medical records of students receiving health services at WSC Student Health Clinic located on the WSC campus and WSC shall be responsible for protecting the confidentiality of all records regarding services provided under this Agreement in conformity with applicable laws and ethical standards of the medical profession including but not limited to the Health Insurance Portability and Accountability Act (HIPPA). WSC will maintain immunization records and student health forms.
5. WSC shall pay all such financial consideration as provided and identified below.

FINANCIAL CONSIDERATIONS

1. In consideration of FRPS's performance under this Agreement, WSC shall pay FRPS as follows: \$61,260.00 for the 2021-22 school year.

The annual amount shall be invoiced in two installments, on December 1, 2021 and June 1, 2022. Each installment will be \$30,630.00

2. FRPS will provide ad-hoc Nurse (RN or LPN) services to WSC mutually agreed upon at an hourly rate of \$61.50 per hour for additional nursing services, as requested. The request for additional hours must be provided in writing at least 14 business days in advance of the requested start date. Ad-hoc services include orientation dates, additional TB testing, and extended hours during flu shot clinics. FRPS will include the ad-hoc service fee on the two installment invoices as outlined above. Ad-hoc services will not exceed \$10,332.00. FRPS has the right to decline the ad-hoc service request within 4 business days from the original request.

3. WSC will be responsible for maintaining needed supplies for the WSC Student Health Clinic located on the WSC campus.
4. In the event that any amount due under this Agreement remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.
5. The maximum amount to be paid by WSC is \$71,592.00 for services rendered under this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Relationship of Parties.** FRPS is an independent contractor. No agent, employee, servant, or subcontractor of FRPS shall be deemed to be an agent, employee, servant, or subcontractor of WSC. FRPS shall be solely responsible at all times for its acts and the acts of its agents, employees, servants and subcontractors.
2. **Notice.** Any notice required to be given by this Agreement shall be sufficient if in writing and personally delivered to the addressee; or, if mailed, by United States mail, first class postage, prepaid to:
In the case of WSC:
Vice President for Administration and Finance
Angela Fredrickson
1111 Main Street
Wayne, NE 68787

In the case of FRPS:
Attn: Brian Blecher, Chief Operating Officer Faith Regional Physician Services
2700 West Norfolk Avenue
Norfolk, NE 68701
3. **Applicable Taxes.** FRPS shall be solely responsible for any taxes or payroll withholdings applicable to the compensation of its employees, agents or representatives that they may receive as a result of FRPS's performance under this Agreement.
4. **Hold Harmless.** FRPS shall protect, defend, indemnify and hold harmless WSC, its employees, agents and representatives from any and all actions, causes of actions, claims demand, judgments, expenses, liabilities, damages, costs and attorney's fees in any way connected with, arising out of, or occurring as a result of the acts or omissions of FRPS, its agents, employees or subcontractors hereunder.

WSC shall protect, defend, indemnify and hold harmless the FRPS, its employees, agents and representatives from and against any and all actions, causes of actions, claims, demands, judgments, expenses, liabilities, damages, costs and attorney's fees in any way connected with, arising out of or occurring as a result of the acts or omissions of WSC, its agents, employees or subcontractors hereunder.

5. **Modifications of Agreement.** Any extension or amendment of this Agreement is subject to the signed, written consent of both parties hereto.

6. **Enforceability.** If any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

7. **Applicable Laws.** This Agreement shall be governed, in all respects, whether as to validity, constructions, capacity, performance or otherwise by the laws of the State of Nebraska.

8. **Public Records Disclosure.** Agreements for services are public records which are generally subject to statutory disclosure and public website posting requirements.

9. **Designated WSC Representative.** The designated WSC representative for purposes of monitoring and oversight of this Agreement is:

Name: Alicia K. Dorsey McIntosh

Telephone: 402-375-7321

Email: aldorcel@wsc.edu

10. **Confidentiality of Patient Information.** FRPS and WSC agree they are Covered Entities and are entering this Agreement as an organized healthcare arrangement. Both parties agree to comply with the applicable portions of 42 CFR Part 164 and not to use or further disclose any Protected Health Information, as defined in 42 CFR Part 164, or individual health information as defined in 42 CFR Part 142 (collectively, the “Protected Health Information”), concerning a student/patient other than as permitted by the Agreement and the requirements of the federal privacy regulations as contained in 42 CFR Part 164 (the “Federal Privacy Regulations”) and the federal security standards as contained in 42 CFR Part 142 (the “Federal Security Regulations”). Both parties have/will implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as provided for by the Agreement and will make any amendments to a Patient’s Protected Health Information as directed by the other party pursuant to 45 CFR §164.526. Both parties will promptly report to the other any use or disclosure of a patient’s Protected Health Information not provided for by the Agreement of which it becomes aware. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by FRPS or WSC by virtue of this section. This section and the confidentiality requirements established herein shall survive termination of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following authorized officials:

<p>FOR FRPS: Signature: _____ By: Blecher, Brian Title: Chief Operating Officer Dated: _____</p>	<p>FOR WSC: Signature: _____ By: Marysz Rames Title: President Dated: _____ Signature: _____ By: Paul Turman Title: Chancellor Dated: _____</p>
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