

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: Approve Chadron Medical Clinic Agreement for Chadron State College

Chadron State College respectfully requests that the Board of Trustees approve the Medical Services Agreement with Chadron Medical Clinic. Chadron Medical Clinic will provide services for the College's Student Health Program beginning with the 2023-2024 academic year, continuing until the end of the Spring academic semester for 2028, unless otherwise terminated.

The System Office and Chadron State College recommend approval of the Chadron Medical Clinic Agreement for Chadron State College.

ATTACHMENTS:

- [CSC Health Services Agreement \(PDF\)](#)

MEDICAL SERVICES AGREEMENT

THIS MEDICAL SERVICES AGREEMENT “Agreement” is made and entered into effective as of this ____ day of _____, 2023, by and between the Board of Trustees of the Nebraska State Colleges, doing business as Chadron State College, hereinafter “CSC,” and Chadron Medical Clinic, P.C., a Nebraska Professional Corporation, hereinafter “Chadron Medical Clinic,” regarding medical services to be provided to students enrolled at CSC.

TERM AND TERMINATION OF THIS AGREEMENT

1. The initial term of this Agreement shall be for the 2023/2024 academic year. This Agreement shall begin upon final approval and signature by both parties and shall terminate at the conclusion of the Spring academic semester for 2028, unless a written Notice of Intent Not to Renew is provided by one party to the other party by May 1st non-renewal would apply to the following academic year beginning in August of that calendar year. Despite the limited term of this Agreement, it is the mutual intent of CSC and Chadron Medical Clinic to review the terms and conditions of this Agreement in anticipation and with the expectation that a renewal of this Agreement will be negotiated to ensure that medical services continue to be provided to students enrolled at CSC. The payments set forth on Page 4, Financial Considerations, shall apply unless other terms are agreed upon, in writing, or Notice of Intent Not to Renew is provided. The term of this Agreement may be extended by written agreement of the parties.

CHADRON MEDICAL CLINIC RIGHTS AND RESPONSIBILITIES

In performing the services outlined in this Agreement, Chadron Medical Clinic agrees to:

1. Provide a Registered Nurse or Licensed Practical Nurse to confer with and examine students of CSC through the CSC Health Clinic located on campus. For students who are determined by the Nurse to need additional care, such students will be referred to a Physician or Physician's Assistant at Chadron Medical Clinic. Services of the Physician or Physician's Assistant will be provided at the Chadron Medical Clinic located at 825 Centennial Drive in Chadron, Nebraska. The services of Chadron Medical Clinic shall include the following:

2. The Nurse shall provide an initial examination of students (i.e. “triage”) on the CSC campus to determine which students are in need of additional care. Services will be provided during the hours of 8:00 A.M. and 12:00 PM, Monday, Wednesday and Friday; and during the hours of 8:00 A.M. and 2:00 P.M. on Tuesday and Thursday, beginning one (1) week prior to the fall semester starting and continuing during times school is in session the fall and spring semesters. Students needing additional care shall be referred to Chadron Medical Clinic.

3. Chadron Medical Clinic shall also provide for the examination and testing (if needed) of CSC students referred to Chadron Medical Clinic, generally during the hours of 12:30 PM to 2:00 PM, Monday through Friday, but no more than 1.5 hours per day beginning the one (1) week prior to the fall semester starting and continuing during times school is in session the fall

and spring semesters. The services of Chadron Medical Clinic shall include the examination of students for an initial health assessment, including CLIA tests, as shown on Exhibit A attached hereto, and similar care for the diagnosis and treatment of CSC students.

4. In the event that the student needs treatment for a “chronic” condition, such as diabetes, high blood pressure, or other similar chronic medical conditions, then Chadron Medical Clinic shall provide such chronic or additional care, however, the cost of such chronic or additional care shall be the student's responsibility. Treatment for athletic injuries shall be excluded. Athletic injuries shall mean those injuries associated with training, practices, or competitions involving activities governed by the NCAA.

5. Chadron Medical Clinic shall be solely responsible for hiring, supervision, compensation, and termination of staff or personnel required to staff the CSC Health Clinic pursuant to this Agreement.

6. Chadron Medical Clinic shall assign only staff or personnel whom are fully licensed by the State of Nebraska as a Licensed Practical Nurse or a higher-level provider and shall submit evidence of such licenses upon request to CSC.

7. Chadron Medical Clinic shall submit to CSC a written summary of medical services provided to CSC students through the CSC Health Clinic, however, all medical records belonging to CSC students shall be retained by the Chadron Medical Clinic, and the Chadron Medical Clinic shall be responsible for protecting the confidentiality of all records regarding services provided under this Agreement to include encryption of records/data transmitted electronically, in conformity with applicable laws and ethical standards of the medical profession.

8. Chadron Medical Clinic shall provide, at its cost, insurance from a reputable insurance company acceptable to CSC and deliver to CSC, 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. CSC shall be named as an additional insured on such policies and the policy shall reflect that any right of subrogation against CSC is waived.

9. Chadron Medical Clinic is required and hereby agrees to use 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.

10. Chadron Medical Clinic agrees to fully comply with Title VI the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat §48-1101 to 48-1125, as amended, 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. Chadron Medical Clinic further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement, if any.

11. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, Chadron Medical Clinic 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.

CSC RIGHTS AND RESPONSIBILITIES

Pursuant to the services to be rendered by Chadron Medical Clinic under this Agreement, CSC shall:

1. Provide staff to provide clerical support services, including telephone service and appointment scheduling.
2. Provide physical space in which the CSC Health Clinic shall be located on CSC campus and shall have sufficient room(s) so as to maintain privacy and confidentiality of students seeking medical services, together with Wi-Fi or networking availability (if requested) which will allow Chadron Medical Clinic to maintain medical records in its normal and customary manner.
3. Medical records of students receiving medical services at CSC Health Clinic shall be the property of Chadron Medical Clinic to be maintained and guarded as provided above.

FINANCIAL CONSIDERATIONS

1. In consideration of Chadron Medical Clinic's performance under this Agreement, CSC shall pay Chadron Medical Clinic One Hundred Ten Thousand Dollars (\$110,000.00) for the 2023/2024 Academic Year. The consideration shall be \$115,500.00 for the 2024-2025 academic year; \$121,275.00 for the 2025/2026 academic year; \$127,338.75 for the 2026-2027

academic year; and \$133,705.69 for the 2027/2028 academic year. Annual consideration shall be paid in two installments on December 1st and May 1st.

2. 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, et al.

GENERAL TERMS AND CONDITIONS

1. Relationship of Parties. Chadron Medical Clinic is an independent contractor. No agent, employee, servant, or subcontractor of Chadron Medical Clinic shall be deemed to be an agent, employee, servant, or subcontractor of CSC. Chadron Medical Clinic 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 CSC:

Vice President for Administration and Finance
Kari Gaswick
1000 Main Street
Chadron, NE 69337

In the case of Chadron Medical Clinic:

Chadron Medical Clinic
Attn: Dr. Megan K. Schuckman, President
PO Box 431
Chadron, NE 69337

3. Applicable Taxes. Chadron Medical Clinic 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 Chadron Medical Clinic's performance under this Agreement.

4. Hold Harmless. Chadron Medical Clinic shall protect, defend, indemnify and hold harmless CSC, its employees, agents and representatives from 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 Chadron Medical Clinic, its agents, employees or subcontractors hereunder.

CSC shall protect, defend, indemnify and hold harmless the Chadron Medical Clinic, 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 CSC, its agents, employees or subcontractors hereunder.

5. Modifications of Agreement. Extension or amendment of this Agreement in any way, must be subject to the 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. Contracts for Services are public records which are generally subject to statutory disclosure and public website posting requirements.

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

Name: Dean of Student Affairs
Telephone: (308) 432-6078
Email: studentaffairs@csc.edu

10. Business Associate Agreement. The Business Associate Agreement effective September 2, 2017, between the parties is made a part of this Agreement, attached as Exhibit B.

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

FOR CHADRON MEDICAL CLINIC:

By: Dr. Megan Schuckman
Title: President

Dated: _____

FOR CHADRON STATE COLLEGE:

By: Kari Gaswick
Title: Vice President for Administration
and Finance

Dated: _____