

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**College of Health and Human Services, all divisions  
And  
Kentucky Emergency Medical Services Academy  
Entities of  
WESTERN KENTUCKY UNIVERSITY**

**AND**

**AFFILIATING SITE**

**ADDRESS**

**THIS AGREEMENT**, by and between WESTERN KENTUCKY UNIVERSITY (WKU) and AFFILIATING SITE, signifies that both parties are desirous of cooperating in a plan to furnish education to College of Health & Human Services (CHHS) students enrolled at WESTERN KENTUCKY UNIVERSITY, and students in the Kentucky Emergency Medical Services Academy (KEMSA) of WESTERN KENTUCKY UNIVERSITY. The period of performance for this Agreement shall begin on or about DATE and shall continue through AFFILIATING SITE

**WHEREAS**, WESTERN KENTUCKY UNIVERSITY has Associate, Bachelor's, Graduate, and Certificate programs in the College of Health & Human Services and which require planned learning experiences for students; and

**WHEREAS**, AFFILIATING SITE, hereinafter referred to as Facility, has facilities, services, and personnel to provide experiences essential for quality education through the curriculum at WESTERN KENTUCKY UNIVERSITY; and

**WHEREAS**, WESTERN KENTUCKY UNIVERSITY and, AFFILIATING SITE, will benefit from cooperating to ensure a future supply of health and human services professionals;

**THEREFORE**, in consideration of the mutual covenants and conditions herein contained it is agreed, as written hereon that:

## **Agreement between WKU and AFFILIATING SITE**

### **A. AFFILIATING SITE:**

1. Will make available to CHHS & KEMSA students of WKU facilities to be used for educational purposes under the guidance and supervision of a qualified preceptor or faculty member. Said facility will be available upon a schedule agreeable to both parties.
2. Will conduct an orientation for WESTERN KENTUCKY UNIVERSITY students to ensure a working knowledge of the facility and its regulations.  
  
2.1 For Health Information Management students, the orientation will include facility orientation and instructions on safety and security policies related to parking and facility access. Orientation must explicitly address to whom the student would report incidents, including harassment, behavioral issues, and threats to personal safety.
3. Will be responsible for the organization, administration, staffing, operating, and financing of its services, and the maintenance of accepted standards for efficient management, patient care and/or client services, and will operate in accordance with acceptable health care standards.
4. Will provide personnel who are capable and qualified in those divisions in which students are placed.
5. The Facility will provide first aid, with appropriate calls to emergency medical services or referral to a physician to students and faculty in case of an accident or illness (including accidental needle sticks) while engaged in learning experiences. All health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved.
6. When applicable, Facility will follow all federal and state mandates regarding standard precautions, to include blood borne pathogens.
7. Will comply with The Family Educational Rights and Privacy Act (FERPA) of 1974, also known as the Buckley Amendment, which affords certain rights to students concerning educational records, and will consult with the University as appropriate concerning same. FERPA coverage includes records, files, documents, and data directly related to students.

### **B. WESTERN KENTUCKY UNIVERSITY**

1. Will be responsible for the administration of educational programs and determining the final grade.
2. Will assume responsibility for providing competent faculty who shall be well qualified, meeting state licensure guidelines in the appropriate discipline, when applicable.
3. When applicable, will assume responsibility for maintaining records of students and correspondence relating to the program.
4. When applicable, will comply with the standards, licensing, and regulatory requirements of appropriate accrediting agency(ies) insofar as they pertain to the activities of the students and instructors in their placement at the facility.
5. Will provide faculty who will (a) identify student experiential needs, and (b) confer with facility

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personnel about the prescribed student experience as it relates to the course(s) in which each student is enrolled.

6. Faculty will work collaboratively with facility personnel who are ultimately responsible for patient/client care, as applicable by discipline.
7. Will direct and instruct that students are to act only within the scope of their assigned and supervised activities and are not to act independently of such supervision or instruction.
8. Will assure the affiliating agency that all students studying in the facility will have in effect current individual professional liability coverage in the amount of \$1,000,000/\$3,000,000. All students must have on file in their respective Department a photocopy of the current individual insurance policy (not applicable to Public Health, Healthcare Administration, and EMT-B).
9. As appropriate, will maintain a student/faculty ratio (excluding observational experiences) not to exceed the maximum prescribed by the Kentucky Board of Nursing or any other discipline specific accrediting agencies.
10. The University will require students to either be vaccinated for Hepatitis B or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Facility.
  - 10.1. Nursing will assure the affiliating agency that all nursing students have on file in the department of nursing a current RN license (if applicable), as well as a current medical history, medical examination report, a negative drug screen, and evidence of current immunizations against diphtheria, tetanus, and measles. Results of the following diagnostic studies must also be on file: Tuberculin skin test and Rubella Titer or proof of immunizations. All students in the nursing program will be vaccinated with Hepatitis B vaccine or they must sign the declination statement.
11. Will require students participating in educational experiences to provide results of criminal background check to the facility upon request.
  - 11.1. All Nursing students will be required to complete a criminal background check. The Nursing Department will maintain the results of the policy checks confidentially and securely. Affiliating agencies requiring the police checks will be advised of any students with reported felony or misdemeanor information and may reserve the right to determine the student's appropriateness for clinical practice within their agency.

### **C. AFFILIATING SITE, AND WESTERN KENTUCKY UNIVERSITY**

1. Will cooperate in planning and evaluating clinical, administrative or other learning experiences which will ensure student progress and competency.
2. Will have mutually acceptable standards for the behavior of the students acceptable to both the facility staff and to the University faculty.
3. Will review this agreement as needed, at which time mutually agreeable revisions or modifications may be made in writing.

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4. Will agree that the withdrawal of a student from an assignment may be effected by either party. The party causing such withdrawal shall notify the other party, and the withdrawal shall be upon the terms and conditions agreed to by WKU and the facility. However, the facility retains the right at all times to safeguard the health, safety, and welfare of its patients/clients and employees by removing a student from an assignment, at any time, for any reason not prohibited by law.
5. Will agree to the desires of either party to terminate this agreement. Either party shall serve written notice thereof on the other party. Termination shall thereupon be effective 30 days after the date of service of such notice. Terminations shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to fully complete their scheduled program.
6. Will not discriminate against any student in the nomination, selection, and training of individuals because of race, color, creed, sex, disability, or national origin.
7. WKU faculty, staff, or students shall not be deemed to be employees of the facility for any purpose, including but not limited to, compensation or fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, OSHA regulations or for any other purpose, due to their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the facility under a separate employment agreement.

7.1 For Health Information Management (HIM) students, this is a planned professional practice experience (PPE) and should not be regarded as strictly work experience. It is expected that HIM students will not be substituted for paid staff. The PPE does not prohibit a paid internship\* (\*HIM program accrediting agency- The Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM))
8. SCHOOL agrees to provide participating instructors, advisors, and students with training on the security and privacy standards of the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder. For purposes of HIPAA, CHHS at WKU AND FACILITY acknowledge that Students are part of Facility's "workforce", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between CHHS at WKU AND FACILITY.

### **D. MODIFICATION OF AGREEMENT**

This agreement may be modified only by written amendment executed by all parties *hereto*.

### **E. INSURANCE / LIABILITY**

WESTERN KENTUCKY UNIVERSITY, as an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability for itself, agents, officers, employees, or students. Any claim brought against WKU for negligence is governed by the Kentucky Board of Claims Act, KRS 44.070 *et seq.* and/or as requested by WKU legal council: The University is a state agency that cannot enter into indemnification agreements, therefore, any indemnification by the University are hereby deleted.

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**F. BINDING EFFECT / CHOICE OF LAW**

1. This agreement shall not be binding upon the parties until it is approved by a Western Kentucky University Authorized Representative of the College of Health & Human Services or KEMSA and by the Authorized Representative of the facility.
2. This agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

**G. SIGNED BY:**

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**CHHS, WKU Authorized Representative**

Dr. Danita Kelley, Associate Dean  
College of Health and Human Services  
Phone: (270) 745-8912  
FAX: (270) 745-7073  
E-Mail: Danita.kelley@wku.edu

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Facility/Hospital - Authorized Representative**

Name:  
Title:  
Agency:  
Address:  
Phone:  
Fax:  
E-Mail:

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Facility/Hospital - Technical Representative**

(If different from Authorized Representative)

Name:  
Title:  
Agency Name:  
Address:  
Phone:  
Fax:  
E-Mail:

\_\_\_\_\_  
**Date**