

CLINICAL/PRACTICAL EDUCATION AGREEMENT

between

Eastern Kentucky University
College of Health Sciences
Richmond, Kentucky 40475-3102

and

Lexington Parks and Recreation

This agreement is between the College of Health Sciences, Eastern Kentucky University, 203 Rowlett Building, 521 Lancaster Avenue, Richmond, KY 40475-3102, hereinafter referred to as "College" and Lexington Parks and Recreation, 545 North Upper Street, Lexington, KY 40508, hereinafter referred to as "Facility".

It is understood that the participating institutions will cooperate in the conduct of educational activities as described below:

EKU AND FACILITY JOINTLY AGREE THAT:

1. There will be no discrimination against a student or faculty member because of race, color, creed, gender, religion, age, national origin or disability in any aspect of this program.
2. The determination of the number of students who will participate in the program, the dates of the program, and the length of the program shall be a joint decision based on available staff, space, and necessary learning experiences in the Facility.
3. In the event of an accident or incident which might involve legal liability on the part of a student or faculty member, each party will submit to the other an incident or accident report to the appropriate department of EKU or appropriate department of the Facility.
4. There will be on-going, open communication between Facility to insure understanding of the expectations and roles of both institutions in providing education for students.
5. Each will remain responsible for the acts of their respective employees and agents.
6. Students shall not be deemed to be employees of the Facility for any purpose including but not limited to, compensation or fringe benefits, workman's compensation, unemployment compensation, minimum wage laws or for any other purpose, because of 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. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the Facility, EKU and the participating students.
8. The parties recognize that EKU is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity. EKU agrees, to the extent permitted by law, to indemnify Facility from any and all liability, loss or damage that Facility may suffer resulting from the acts or omissions of EKU's employees or agents acting within the scope of their duties under this agreement. This agreement is entered into with the mutual understanding and agreement that Kentucky law does not permit for indemnification, except as provided under KRS 45A.225 et seq.

EKU AGREES TO:

1. Maintain University accreditation by the Southern Association of Colleges and EKU and individual programs shall seek and maintain approval and/or accreditation by appropriate program approving bodies.
2. Be responsible for organizing and administering the program of education for students, standards of education, the term of instruction, course content and students' clinical/practical experience, methods and hours of instruction, assignments, supervision and evaluation of students.
3. Apply all regulations, policies and procedures of the Facility to students and faculty engaged in the educational program.
4. Carry professional liability insurance in the amount of \$2,000,000 and \$6,000,000 and require students to purchase professional liability insurance in the same amounts.
5. Accept the responsibility of assisting in the orientation of appropriate Facility personnel to the goals, objectives and educational methods of each educational program.
6. EKU shall make reasonable efforts to instruct all of its students with regard to the confidentiality of patient and Facility records, and with regard to the responsibility and authority of the medical, nursing, and administrative staff of the Facility over patient care and Facility administration.
7. To include information on HIV/AIDS and Hepatitis B virus (HBV) to new students and faculty during orientation. The required orientation will be scheduled prior to participation in practicum experiences. EKU shall maintain records signed by the student/instructor indicating they have

received or refused the Hepatitis B vaccine (If required).

All students must be in compliance with State regulations for communicable disease vaccinations, including diphtheria/tetanus toxoid (every ten years) and measles (after 1980). Also, students must have received a tuberculosis PPD skin test (Mantoux) within the past year. Students must know Universal Precautions as recommended by the Centers for Disease Control (CDC) and have received instruction in the Occupational Health and Safety Administration (OSHA) Bloodborne Pathogens Standard regulations. Vaccination, skin testing, and training records shall be provided to the Facility upon request. (If required.)

THE FACILITY AGREES TO:

1. Retain responsibility for client/customer care, the organization, administration, staffing, operating, and financing of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body, and operated in accordance with applicable state and federal law.
2. Cancel the learning experience of any student whose performance is unsatisfactory, whose professional behavior interferes with the development of client services within the Facility, whose health is a detriment to the student's successful completion of the program, or who violates the established rules and regulations. The Facility will notify the appropriate ECU department as soon as possible.
3. Disseminate the established rules and regulations to the participating students and faculty.
4. Devise ways for coordination so that all programs may have maximum benefit of learning experiences, where multiple educational programs exist.
5. Be responsible for informing personnel regarding the rights and of the ECU students and faculty.
6. The Facility shall make available to students, if applicable, the use of its food services, conference rooms, dressing rooms, and library/resource room as available and as required by the educational program and without charge except for food consumed by the participants.
7. The Facility shall provide necessary personal protective equipment for caregivers to comply with the CDC Universal Precautions and the OSHA Bloodborne Pathogens Standard regulations. (If required.)

This agreement and the transactions contemplated hereby shall be enforced in accordance with the laws of Kentucky without regard to the conflict of law provisions thereof. Jurisdiction and venue for litigation of any dispute, controversy or claim arising

out of or in connection with this Agreement shall be only in a United States federal court or a state court having subject matter jurisdiction located in Kentucky. Each of the parties hereby expressly submits to the personal jurisdiction of the foregoing courts located in Kentucky, and waives any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceedings in such courts.

This Agreement shall become effective on _____, 2022, and shall remain in full force and effect until terminated. This Agreement shall be subject to review by the parties annually and shall continue thereafter, provided, however, that either party shall have the right to terminate this agreement upon 30 days written notice to the other. All students enrolled in the program (i.e. Field Experience) at the time of notice to terminate this Agreement is given shall be permitted to complete the program. Termination shall occur only at the end of the semester term. This Agreement may be modified by mutual agreement of the parties. It is understood that this working arrangement will be interdependent.

This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements, oral or written, relating thereto.

IN WITNESS WHEREOF, we have hereunto set our hands this _____, 2022

Lexington Parks & Recreation
545 North Upper Street
Lexington, KY 40508

Eastern Kentucky University
College of Health Sciences
Rowlett 300
Richmond, KY 40475

By: _____

By: _____
Colleen Schneck

Title: _____

Title: Interim Dean, College of
Health Sciences

Date: _____
Revised March 2015

Date: _____