

# **BEREA COLLEGE - BERE, KENTUCKY**

## **Nursing Program**

### AGREEMENT RELATING TO STUDENT PLACEMENT PROGRAMS

THIS AGREEMENT is entered into this 31<sup>st</sup> day of August, 2013, by and between BERE, COLLEGE, for and on behalf of its Nursing Program, with its address at CPO 2190, Bere, Kentucky 40404 ("Bere, College" or the "College"), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG) DIVISION OF YOUTH SERVICES with its Program address at 1306 Versailles Rd., Ste 110, Lexington, KY 40504 (the "Agency").

The purpose of this Agreement is to provide a student placement program (the "Program") during the academic year of 2013-2014 for Bere, College students majoring in Nursing.

The College and the Agency mutually agree as follows:

1. The Agency will provide facilities and a setting in which Bere, College Students majoring in nursing may be assigned for nursing laboratory experience.
2. College nursing faculty will provide teaching guidance and evaluation of its students in the Program.
3. Bere, College nursing faculty will provide a representative to act as liaison with the Agency and to provide the Agency with the overall objectives of the Program, numbers of students, and schedules for student experiences prior to initiating the Program. The College designates Carol Kirby as its authorized representative for this purpose.
4. The Agency will provide a staff representative to act as liaison with Bere, College nursing faculty and to oversee student activities while in the Program at the Agency's facility. The Agency designates Mattie Morton as its authorized representative for this purpose.
5. The Agency shall not be responsible for student health or accidents incurred during the Program.
6. Bere, College shall indemnify, hold harmless, and defend the Agency, its officials, employees, agents and representatives from any and all claims, of whatever kind, that arise from or out of the participation of College faculty or students in the Program.
7. The College will be responsible for student travel in relation to the Program.
8. The Agency will provide College nursing faculty and students with an appropriate orientation to the Agency's facility, its regulations, policies and procedures.
9. College students and nursing faculty will abide by all of the Agency's regulations, policies and procedures unless otherwise agreed in writing.
10. The College's students will not be considered employees of the Agency nor will they be covered by the Agency's Worker's Compensation insurance.
11. The College will carry malpractice and liability insurance for both its students and nursing faculty at all times during the Program covered by this Agreement. On request, the College will provide the Agency with evidence of such insurance and coverages.

12. The Agency will retain responsibility for its clients when students are providing care and instruction within a client situation.
13. Each of the College and the Agency may discontinue this agreement by mutual consent or unilaterally upon six month's written notice to the other party. This Agreement terminates on August 31, 2014, and will be reviewed annually for possible renewal.
14. The College agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42USC1320D) and set forth in federal regulations at 45CFR Parts 160 & 164.
15. This Agreement is made and shall be construed under the laws of the Commonwealth of Kentucky and may not be amended or modified except by a written agreement signed by both of the parties hereto.

**"COLLEGE"**

**BEREA COLLEGE**

BY: 

ITS: Chief Program Administrator, Nursing Program

College Representative Name: Carol Kirby

College Representative Email:  
kirbyc@berea.edu

College Representative Phone: 859-985-3381

**"AGENCY"**

**LFUCG DIVISION OF YOUTH SERVICES**

BY: \_\_\_\_\_

ITS: Jim Gray, Mayor

Agency Accrediting Body: Council On Accreditation (COA)

Agency Accrediting Date: September 2009

Agency Representative Name: Mattie Morton

Agency Representative Email:  
mmorton@lexingtonky.gov

Agency Representative Phone: 895-246-4323