

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Dr. Meghan Wood

Vendor Name/Number: Lexington-Fayette Urban County Government

Topic of Agreement: Student learning through ride time

Amount of Agreement: NA **Org:** **Obj:** **Proj:**

Type of Agreement:

MOI/MOA

Specifications:

- Related to Software (**Requires Data Sharing Agreement**)
 - If yes, Incident IQ ticket number _____
- Related to an Extended Field Trip Request
(Charter buses, out of town/overnight trips)
 - Extended Field Trip Request Sent On:
- Over \$40,000 (**Requires Board Approval**)
 - If yes, is this a grant? YES NO
 - If yes, was a bid/RFP solicited or do you have a determination number? YES NO
If yes, attach the determination sheet or bid/RFP tabulation sheet.
If no, contact the Purchasing Department.
 - Do you need the original back? YES NO

***An Executive Summary Form must accompany this form if the contract is over \$40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at <https://dna.fcps.net/Contractors> before beginning work. For more information, please visit <https://www.fcps.net/contractors> or call the FCPS Application Center at (859) 381-4190.

**PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE**

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as "**AFFILIATING AGENCY**") and **FAYETTE COUNTY PUBLIC SCHOOLS, KENTUCKY** (hereinafter referred to as "**SCHOOL**").

Purpose: The purpose of this agreement is to establish guidelines and responsibilities for the clinical education component and/or off-campus educational experiences for students in the Fayette County Public Schools' EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:**Faculty Will:**

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;
3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency, conduct criminal background checks and/or drug screening on all students and verify negative status of the Kentucky Board of Nursing Abuse check on all students if applicable prior to the clinical date.

Affiliating Agency Responsibilities

Affiliating Agency will:

1. Serve as a laboratory in which students may be assigned for educational purposes;
 2. Provide staff time for planning with faculty for suitable student experiences;
 3. Provide faculty orientation to the Agency's setting and its policies;
 4. Retain full responsibility for the care of patients;
 5. Provide personal protective equipment, e.g. gloves, masks, etc., to students to enable them to practice standard precautions and other safety procedures, and
 6. Render any necessary emergency care to students as is available onsite.
- Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the agreement is automatically renewable each year subject to termination by either party. Either party may terminate the agreement at the end of any year (as measured from the date of the execution) upon written notice of at least ninety (90) days in advance.

Students participating in a clinical affiliation and/or off-campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Mayor of Lexington-Fayette Urban Government



Dr. Bill Bradford
FCPS Assistant Superintendent

hools Signature

Date

3-27-25

Date

SDC

CRJ

M. J. Nighan

ADDENDUM

1. It is the school's responsibility to require each student to 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 negative tuberculosis PPD skin test (Mantoux) within the past year, and a Hepatitis B vaccination or declination (to be paid by the student). The student must have this completed before beginning the program and authorize the release of this medical information to the Facility prior to the clinical experience. Students must know Body Substance Isolation as recommended by the Centers for Disease Control (CDC) and have Bloodborne Pathogens Standard regulations. Vaccination, skin testing and training records will be provided to the facility upon request.
2. In the event of injury and/or illness to school faculty, student, and/or clinical supervisor while participating in the clinical experience which requires immediate medical attention for the individual, the individual will be referred by the clinical instructor to the emergency room of the facility and/or to the individual's private physician for follow up care, if necessary. Documentation of the illness or injury will be forwarded to the school upon request with the individual.
3. The school agrees to ensure that the assigned student has appropriate health insurance and professional liability insurance at a rate of \$2,000,000 per occurrence, \$4,000,000 in the aggregate, and provide documentation of the same to the hospital. Students shall be responsible for their own medical expenses.
4. Any information concerning a patient's condition, treatment, personal affairs of records shall be kept confidential. Students must be frequently reminded of their responsibility for protecting patient information. It is the school's responsibility to make the student aware that even casual conversation with other employees, students or faculty members may be overheard, thereby violating the patient's right to privacy. Not only is the release of patient information (deliberate or accidental) unethical, but also could subject the student, school, and the facility to legal charges.

WAIVER AND STATEMENT OF UNDERSTANDING

I, _____, having applied for enrollment in the EMT Program offered by Fayette County Public Schools, I understand and agree to the following:

1. STUDENTS PARTICIPATING IN THIS PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE FAYETTE COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE FAYETTE COUNTY SCHOOL DISTRICT, HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT AN AFFILIATING CLINIC OR AGENCY (AN AFFILIATING CLINIC OR AGENCY IS DEFINED AS ONE WHICH HAS CONTRACTED WITH THE FAYETTE COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN A HEALTHSCIENCE PATHWAY, EXCEPT FOR SUCH INJURIES AS ARE CAUSED BY NEGLIGENCE OF FAYETTE COUNTY SCHOOL DISTRICT EMPLOYEES.
2. The program requires a period of assigned, guided clinical experience in long-term care nursing facilities in addition to classroom content.
3. This clinical experience is assigned by the instructors for its educational value and no payment (wages) will be earned or expected.
4. I will be a guest within the clinical facility and will conduct myself accordingly. All known rules and regulations of the facility will be followed.
5. For educational purposes and practice on "live" models, I consent in allowing other students to practice procedures upon me, as I will practice these same procedures on them under the guidance and direct supervision of my instructor. The nature and educational objective of these procedures will be explained to me. No guarantees or assurances will be given by anyone as to any problem that might be incurred as a result of these procedures.
6. I will adhere to the policies, rules and regulations of the affiliating agency or clinic, the Fayette County Board of Education, specifically including the Student Code of Conduct for the Fayette County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program. I further realize the utmost importance of regular attendance and being in class in time to receive the clinical experiences provided.
7. INFORMATION REGARDING A PATIENT OR FORMER PATIENT IS CONFIDENTIAL AND IS TO BE USED ONLY FOR CLINICAL PURPOSES WITHIN AN EDUCATIONAL SETTING.

8. I may come in contact with the ill and disabled in institutional settings, and I may be required to work with clinical specimens, I UNDERSTAND, THEREFORE, THAT I WILL BE RESPONSIBLE FOR FOLLOWING CERTAIN SPECIFIED SAFETY PRECAUTIONS.
9. The educational experience and knowledge gained during the program do not necessarily entitle me to a job.
10. Any action on my part inconsistent with the above requirements may warrant suspension of my training.
11. The Fayette County Board of Education does not have any policy of insurance that would cover medical expenses or costs for injuries incurred while participating in the program.
12. The clinical facility is not responsible for any medical expenses of students participating in the program.
13. The Fayette County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.

I HAVE READ THE ABOVE AND AGREE TO THESE CONDITIONS FOR ENROLLMENT.

Date

Student Signature

To be signed by the legal guardian if the student is a minor:

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I understand the identity of the affiliating agencies or clinics may vary during my child's participation in this program. I further understand and agree to all conditions set out in this document.

Date

Parent/Guardian Signature