

## CLINICAL/PRACTICAL EDUCATION AGREEMENT

between

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

and

Lexington Fayette County Government Department of Public Safety

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 Fayette County Government Department of Public Safety 200 East Main, Lexington 40507, 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, ECU and the participating students.
8. The parties recognize that ECU 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. ECU 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 ECU's employees or agents acting within the scope of their duties under this agreement.

**ECU AGREES TO:**

1. Maintain University accreditation by the Southern Association of Colleges and ECU 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. ECU 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. ECU 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. Assume no professional or financial liability for injury to students or faculty members, except that which might accrue as rights as a member of the public;
3. 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.
4. Disseminate the established rules and regulations to the participating students and faculty.
5. Devise ways for coordination so that all programs may have maximum benefit of learning experiences, where multiple educational programs exist.

6. Be responsible for informing personnel regarding the rights and privileges of the ECU students and faculty.
7. 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.
8. 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.)

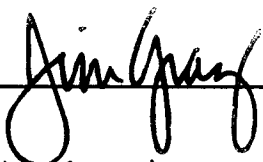
This Agreement shall become effective on the 7th day of November, 2013, and shall remain in full force and effect until terminated. This Agreement shall be subject to review by the parties annually and shall continue thereafter, provided, however, that either party shall have the right to terminate this agreement upon 120 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 7th day of November, 2013.

Lexington Fayette County Government Department of Public Safety

Eastern Kentucky University  
College of Health Sciences

By: 

By:   
Deborah Whitehouse

Title: MAYOR, LFUCG

Title: Dean, College of Health Sciences

Date: 12/13/13

Date: 11-7-13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
MARSH USA Inc.  
400 West Market Street, Suite 700  
Louisville, KY 40202  
Attn: Louisville.CertRequest@marsh.com

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):**  
**E-MAIL:**  
**ADDRESS:**  
**FAX (A/C, No):**

222971-SProf-13-14

**INSURED**  
Eastern Kentucky University  
Attn: G.W. Newsom  
Mattox Hall  
521 Lancaster Avenue  
Richmond, KY 40475-3102

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	N/A	N/A
INSURER B :	N/A	N/A
INSURER C :	Evanston Insurance Company	35378
INSURER D :		
INSURER E :		
INSURER F :		

### COVERAGES

**CERTIFICATE NUMBER:**

CLE-003840901-02

**REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						MED EXP (Any one person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						GENERAL AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident)	\$
	Y/N <input type="checkbox"/> N/A						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							WC STATU-TORY LIMITS	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	STUDENT MEDICAL PROFESSIONAL LIABILITY - DED: \$5,000			SM894828 RETRO DATE 08/15/2007	07/01/2013	07/01/2014	CLAIMS MADE LIMIT	2,000,000
							AGGREGATE	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance

### CERTIFICATE HOLDER

EKU College of Health Sciences  
Attn: Kathy Howard - Office of the Dean  
521 Lancaster Avenue, 203 Rowlett  
Richmond, KY 40475

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

John C Logan