

Kentucky Community and Technical College System

CLINICAL MEMORANDUM OF AGREEMENT

BETWEEN

_____ **Secondary Partner**

AND

_____ **Healthcare Facility**

This Clinical Affiliation Agreement (hereinafter referred to as "Agreement") is effective this ___ day of _____, 20_, by and between the Kentucky Community and Technical College System, a public postsecondary education system of 16 Colleges and their secondary partner (hereinafter "College") teaching Medicaid Nurse Aide and _____ (hereinafter "Facility").

PURPOSE

College requires that the students enrolled in an approved Medicaid Nurse Aide Program(s) (hereinafter "Students") complete a clinical or discipline-specific educational experience under the supervision of a qualified professional, and Facility desires to cooperate with the College by making its facilities available to Students upon the conditions set forth in this Agreement.

A. TERM AND TERMINATION

1. This Agreement shall commence on _____, 20_ for an initial term of one year. This Agreement shall be automatically renewed upon like terms for additional one (1)-year periods until terminated.
2. Either party may terminate this Agreement without cause at any time during any term by giving ninety (90) days prior written notice; provided that Students assigned to Facility shall be given an opportunity to complete their affiliation, if reasonably practicable.

B. COLLEGE RESPONSIBILITIES

College Faculty will:

1. become familiar with the Facility and its policies prior to beginning Student educational experiences;
2. be responsible for planning Student educational experiences in consultation with appropriate Facility representatives;
3. be responsible for supervising and/or coordinating Student educational experiences to facilitate optimum client care; final evaluation of Student performance is ultimately the responsibility of the instructor of record;

4. assist with the orientation of Facility personnel to the aims, objectives, and educational methods of the Program;
5. be covered, and require Students to be covered, by limited professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate while assigned to the clinical areas of the Facility;
6. provide Student orientation to, and require compliance with, standards of conduct and dress set by the Facility;
7. require Students to have all health screenings, drug tests, background checks, or other screenings or evaluations required by the Facility prior to beginning experiences in the Facility, including verification of no documentation of abuse on the Kentucky Nurse Aide Registry and the Kentucky Department for Community Based Services web-based registry known as the Kentucky Adult Caregiver Misconduct Registry (when applicable);
8. remove, without notice, any Student from the clinical area for violation of the Facility's policies, standards, or procedures, when such violations present a danger to patients, staff, visitors, or the premises;
9. provide training to the Students prior to assignment to the clinical area in U.S. Occupational Safety and Health Administration (OSHA) guidelines on blood-borne pathogens and the use of standard precautions and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules;
10. plan with Facility representatives to evaluate the Program as needed; and
11. require all students assigned to the Facility to comply with all of Facility's applicable rules, regulations and policies in effect during their assignment.

C. FACILITY RESPONSIBILITIES

Facility will:

1. serve as a laboratory in which Students may be assigned for educational experiences;
2. provide staff time for planning with faculty for suitable Student experiences;
3. provide faculty orientation to the Facility's setting and its policies;
4. retain final authority over all activities that influence Facility's operation and care of Facility's patients. Facility shall permit Students to work, perform assignments, and participate in the delivery of clinical and non-clinical services, patient evaluations, patient assessment rounds, staff meetings, and in-service programs at the discretion of Facility's designated staff. Students participating in the educational experiences are trainees and shall not replace or substitute for Facility staff;
5. provide personal protective equipment (e.g., gloves, masks, etc.) to Students to enable them to practice Standard Precautions and other safety procedures;
6. render any necessary emergency care to Students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible;
7. maintain professional and general liability insurance in amounts appropriate to their operations; and
8. plan with College representatives to evaluate the Program as needed.

D. GENERAL PROVISIONS

1. No individual will be discriminated against on the basis of gender, race, color, religion (or lack thereof), national origin, age, disability, marital status, sexual orientation, gender

identity, genetic information, pregnancy, veteran or social status, social origin, indigenous status, or any other characteristic, trait, or identification protected by law.

2. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky. The Parties understand and agree that the College is a Kentucky public agency and any and all allegations and claims for negligence against the College arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to KRS Chapter 49.
3. Individuals executing this Agreement on behalf of the Parties represent that they have been authorized to do so.
4. Any amendment to this Agreement must be in writing and executed by both parties hereto.

E. CONFIDENTIAL INFORMATION

1. Students and College personnel shall maintain confidentiality regarding all patient/staff information gained during placement, in accordance with state and federal laws and Facility policies.
2. College and Facility acknowledge that if the Facility is a covered entity as defined in the privacy regulations promulgated pursuant to HIPAA, to the extent that Student or College personnel have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in Student's educational experience at Facility, it is agreed that for HIPAA purposes only, such Student and College personnel are deemed to be part of Facilities' "workforce" and involved in the Facilities' "healthcare operation", as such terms are defined under HIPAA. Student and College personnel shall be subject to Facility's policies and procedures governing the use and disclosure of PHI. The Parties further agree that the affiliation established by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Facility and Student or between the Facility and the College personnel. College will provide in-service training to Student on HIPAA as needed.
3. Facility reserves the right to review any material intended for publication by Students or College personnel if such material makes any direct reference to Facility's personnel, patients/clients, or operations.

In testimony whereof, witness the duly authorized signatures of the Parties hereto:

(Facility Name)

(College Name)

Signature/Title

President & CEO

Date

Date

Revised 2004; 2005; 2006; 2007; 2008; 2009; 2010; 2016; 2019; 2020. No
Revision 2011; 2012; 2013; 2014; 2015; 2017; 2018; 2021.

STATEMENT OF UNDERSTANDING

Student Name:	
Program:	
College:	

As a Student of this program, I agree to the rules, regulations, policies and procedures as stated below.

1. The program requires a period of assigned, guided clinical experiences either in the college or other appropriate facility in the community.
2. For educational purposes and practice on "live" models, I will allow other Students to practice procedures on me, and I will practice procedures on them under the guidance and direct supervision of my instructor. The nature and educational objectives of these procedures have been fully explained to me. No guarantee or assurance has been given to me by any representative of the college as to any problem that might be incurred as a result of these procedures. I understand and voluntarily assume the risks involved, and I hereby agree to defend, indemnify, and hold harmless the School, its agents and employees, and other Students for any injury, loss, or damages I may suffer arising from or in connection with my participation in this activity.
3. These clinical experiences are assigned by the instructor for their educational value and thus no payment (wages) will be earned or expected.
4. I understand that I will be a Student within the clinical facilities that affiliate with my college and will conduct myself accordingly. I will follow all required and published personnel policies, standards, philosophy, and procedures of these agencies. I will agree, at my own expense, to obtain all health screenings, immunizations, criminal background checks, and drug screenings as required by the Facility.
5. I have been provided a copy of, read, and agree to adhere to the college's policies, rules, and regulations related to the program for which I am applying.
6. I understand that information regarding a patient or former patient is confidential and may be used only for clinical purposes within an educational setting according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
7. I understand the educational experiences and knowledge gained during the program do not entitle me to a job nor guarantee that I will get a job in this occupation; however, if all educational objectives and licensure requirements are successfully attained, I will be qualified for a job in this occupation.
8. I understand any action on my part inconsistent with the above understandings may result in suspension of training.
9. I understand that I am liable for my own medical and hospitalization expenses.
10. I understand that I will be accountable for my own actions; therefore, I will carry a minimum \$1,000,000/\$3,000,000 limited professional liability insurance during the clinical phase of the program.

I have read and understand each term above, and agree to abide by this statement of understanding.

To be signed by legal guardian if applicant is a minor.

Student Signature:	
Date:	

As the legal guardian of the Student named above, I agree to the above conditions.