



**KENTUCKY CHRISTIAN UNIVERSITY  
YANCEY SCHOOL OF NURSING  
CONTRACT FOR  
STUDENT LEARNING EXPERIENCE**

THIS AGREEMENT entered this \_\_\_\_ day of \_\_\_\_\_ between the \_\_\_\_\_ (hereinafter “Clinical Agency”) and Kentucky Christian University Yancey School of Nursing, 100 Academic Parkway, Grayson, KY 41143-2205 (hereinafter “KCU”), whereby parties have decided to establish a cooperative student learning experience for nursing students at the Clinical Agency (hereafter “Clinical Experience”). It is agreed as follows:

**A. MUTUAL OBLIGATIONS OF CLINICAL AGENCY AND KCU**

1. The Clinical Agency and KCU shall establish the educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate them to determine the effectiveness of the clinical experience.
2. The Clinical Agency and KCU shall make no distinction among students covered by this Agreement on the basis of color, race, sex, age, disability, or national origin.

**B. OBLIGATIONS OF KCU**

1. The University will designate a member of the University faculty to coordinate the educational experience. The preceptor will provide direct supervision during the clinical experience while the faculty member will be an indirect supervisor.
2. KCU shall require students to have a two-step tuberculosis skin test and/or a chest x-ray; present proof of immunity to rubella, rubeola and mumps or proof of taking two MMR doses, proof of two Varicella doses or positive titers; proof 3 hepatitis B doses or immunity to hepatitis B, proof of influenza vaccine or a medical contraindication to the influenza vaccine, a completed 10 panel urine drug screen, completed background check and a signed statement of health prior to reporting to the clinical site for the Practicum. KCU will keep all records on file and will provide documentation to the clinical site upon request.
3. KCU shall advise students participating in this learning experience that they are not employees of the Clinical Agency and are not entitled to wages, workers’ compensation, unemployment compensation, future employment, or employment related benefits unless the Clinical Agency should otherwise direct at a later time.
4. KCU shall establish and maintain ongoing communication with the designated Clinical Agency Supervisor. KCU shall notify the Clinical Agency of the schedule of student assignments, including the name of student and level of academic preparation. Further, KCU shall provide at, or prior to, the students’ assignment, such additional student information as required by the Clinical Agency as necessary for the training and guidance of the student. Such information is to be considered and treated as confidential as required by federal and state privacy laws.
5. KCU shall refer to the Clinical Agency only those students who have satisfactorily completed the prerequisite didactic and clinical laboratory portion of the curriculum, as set forth in the KCU University catalog.
6. KCU shall inform the student of the Clinical Agency's requirements for acceptance, as submitted to KCU by the Clinical Agency.

7. KCU shall advise the student of the necessity and responsibility for compliance with the Clinical Agency's rules and regulations.
8. KCU shall ensure that the student has the appropriate health and professional liability insurance and provide documentation of the same to the clinical agency upon request. Insurance policies of personal professional liability coverage for student shall include a minimum coverage of \$1,000,000 per each incident and \$5,000,000 in the aggregate and shall provide documentation of the same to the clinical agency upon request
9. KCU agrees that the Clinical Agency has the right to determine the number of students accepted and to screen students for compatibility and qualifications to serve within the Clinical Agency.
10. KCU will develop criteria for evaluation of the performance of the student and provide those criteria, with appropriate reporting forms, to the preceptor.

### **C. OBLIGATIONS OF THE CLINICAL AGENCY**

1. The Clinical Agency shall designate a staff member who will be responsible for the planning and implementation of the clinical experience (“Clinical Agency Supervisor”).
2. The Clinical Agency shall provide the physical facilities and equipment necessary to conduct the clinical experience.
3. The Clinical Agency shall retain responsibility for the organization, administration, operation and financing of its services and ultimate responsibility for patient care and welfare.
4. The Clinical Agency shall provide its minimum requirements for acceptance of students to KCU and shall update such list of requirements as Clinical Agency deems necessary and appropriate.
5. The Clinical Agency shall make available information on assigned patients as needed to provide care to KCU faculty and students.
6. The Clinical Agency shall advise KCU of changes in its personnel, operation, or policies, which may affect the Clinical Experience.
7. The Clinical Agency shall determine the number of students, which it can accommodate during a given period of time.
8. The Clinical Agency shall provide the student with access to a copy of the Clinical Agency's rules and regulations, whether electronic or paper, including a personnel manual and other appropriate policies and procedure manuals with which the student is expected to comply. It is understood that these documents may simply be made available at a designated location within the facility for the student’s inspection and review.
9. The Clinical Agency shall make available, as possible and when needed, emergency health care for the student during scheduled Clinical Experiences at the student’s expense (student will otherwise be responsible for his or her health care).
10. The Clinical Agency shall have the right to remove from the Clinical Experience any student whose health, actions, or performance is a detriment to patient well-being or safety and therapeutic functioning of the Clinical Agency or any sub-part thereof. The Clinical Agency Supervisor shall immediately notify the KCU Coordinator of any such removal and the reasons thereof.

11. The Clinical Agency shall refuse educational access to its areas to any student who does not meet the Clinical Agency's standards for safety, health, or ethical behavior.

**D. GENERAL PROVISIONS.**

1. **INDEMNIFICATION AND LIMITS OF LIABILITY:** KCU shall indemnify and hold harmless the Clinical Agency, its directors, officers, agents, and employees from and against any and all claims, demands, suits, judgments, awards or legal expenses arising out of or connected with the activities of KCU or the students during the term of this Agreement. This indemnification does not extend to claims, judgments, or awards arising from the actions, inactions, or actions taken or not taken in accordance with direct instructions of the Clinical Agency, its agents or employees.
2. **COOPERATION IN EVENT OF CLAIM:** KCU and the Clinical Agency agree to cooperate in the investigation of any incident, accident, or claim arising out of the Clinical Experience undertaken pursuant to this Agreement.
3. **TERM AND TERMINATION:** This Agreement shall automatically renew annually on the anniversary of the Agreement Date stated in the preamble unless it is terminated by either party via written notice of the intent to terminate thirty (30) days prior to the effective date of termination. Upon the termination and/or the expiration of this Agreement, KCU and students shall return to the Clinical Agency any and all property loaned to KCU or students during the Clinical Experience.
4. **ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto.
5. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and no modification or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing and executed by both parties.
6. **INDEPENDENT CONTRACTOR:** This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor does it authorize either party to act as an agent for, or bind the other party in any manner. KCU and the Clinical Agency shall be and remain independent contractors with respect to the performance of their respective duties and obligations hereunder.
7. **FRAUD AND ABUSE:** The parties enter this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare fraud and abuse provisions.
8. **SEVERABILITY:** If any provision or part of this Agreement is held to be illegal or void under any law or regulation, then such provision or part shall be severed from the Agreement which shall continue in full force and effect until terminated by the parties or by operation of law.
9. **NOTICES:** All notices between the parties shall be deemed delivered upon receipt by each party at the address of record (initially contained in the preamble of this Agreement).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST WRITTEN.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KENTUCKY CHRISTIAN UNIVERSITY YANCEY SCHOOL OF NURSING**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_