



A LEADING AMERICAN UNIVERSITY WITH INTERNATIONAL REACH
WESTERN KENTUCKY UNIVERSITY



MEMORANDUM OF AGREEMENT

BETWEEN

**College of Health and Human Services, all divisions
And
Kentucky Emergency Medical Services Academy
Entities of
WESTERN KENTUCKY UNIVERSITY**

AND

**JEFFERSON COUNTY BOARD OF EDUCATION
3332 Newburg Road
Louisville, KY 40218
502-485-3251**

THIS AGREEMENT, by and between WESTERN KENTUCKY UNIVERSITY (WKU) and **JEFFERSON COUNTY BOARD OF EDUCATION dba Jefferson County Public Schools (JCPS)**, signifies that both parties are desirous of cooperating in a plan to furnish education to College of Health & Human Services (CHHS) students enrolled at WESTERN KENTUCKY UNIVERSITY, and students in the Kentucky Emergency Medical Services Academy (KEMSA) of WESTERN KENTUCKY UNIVERSITY. The period of performance for this Agreement shall begin on or about **SEPTEMBER 28, 2016** and shall continue through **SEPTEMBER 27, 2019**.

WHEREAS, WESTERN KENTUCKY UNIVERSITY has Associate, Bachelor's, Graduate, and Certificate programs in the College of Health & Human Services and which require planned learning experiences for students; and

WHEREAS, JEFFERSON COUNTY BOARD OF EDUCATION, hereinafter referred to as Facility, has facilities, services, and personnel to provide experiences essential for quality education through the curriculum at WESTERN KENTUCKY UNIVERSITY; and

WHEREAS, WESTERN KENTUCKY UNIVERSITY and, **JEFFERSON COUNTY BOARD OF EDUCATION**, will benefit from cooperating to ensure a future supply of health and human services professionals;

THEREFORE, in consideration of the mutual covenants and conditions herein contained it is agreed, as written hereon that:

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A. JEFFERSON COUNTY BOARD OF EDUCATION:

1. Will make available to CHHS & KEMSA students of WKU facilities to be used for educational purposes under the guidance and supervision of a qualified preceptor or faculty member. Said facility will be available upon a schedule agreeable to both parties.
2. Will conduct an orientation for WESTERN KENTUCKY UNIVERSITY students to ensure a working knowledge of the facility and its regulations.

2.1 For Health Information Management students, the orientation will include facility orientation and instructions on safety and security policies related to parking and facility access. Orientation must explicitly address to whom the student would report incidents, including harassment, behavioral issues, and threats to personal safety.
3. Will be responsible for the organization, administration, staffing, operating, and financing of its services, and the maintenance of accepted standards for efficient management, patient care and/or client services, and will operate in accordance with acceptable health care standards.
4. Will provide personnel who are capable and qualified in those divisions in which students are placed.
5. The Facility will provide first aid, with appropriate calls to emergency medical services or referral to a physician to students and faculty in case of an accident or illness (including accidental needle sticks) while engaged in learning experiences. All health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved.
6. When applicable, Facility will follow all federal and state mandates regarding standard precautions, to include blood borne pathogens.
7. Will comply with The Family Educational Rights and Privacy Act (FERPA) of 1974, also know as the Buckley Amendment, which affords certain rights to students concerning educational records, and will consult with the University as appropriate concerning same. FERPA coverage includes records, files, documents, and data directly related to students.

B. WESTERN KENTUCKY UNIVERSITY

1. Will be responsible for the administration of educational programs and determining the final grade.
2. Will assume responsibility for providing competent faculty who shall be well qualified, meeting state licensure guidelines in the appropriate discipline, when applicable.
3. When applicable, will assume responsibility for maintaining records of students and correspondence relating to the program.
4. When applicable, will comply with the standards, licensing, and regulatory requirements of appropriate accrediting agency(ies) insofar as they pertain to the activities of the students and instructors in their placement at the facility.
5. Will provide faculty who will (a) identify student experiential needs, and (b) confer with facility

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personnel about the prescribed student experience as it relates to the course(s) in which each student is enrolled.

6. Faculty will work collaboratively with facility personnel who are ultimately responsible for patient/client care, as applicable by discipline.
7. Will direct and instruct that students are to act only within the scope of their assigned and supervised activities and are not to act independently of such supervision or instruction.
8. Will assure the affiliating agency that all students studying in the facility will have in effect current individual professional liability coverage in the amount of \$1,000,000/\$3,000,000. All students must have on file in their respective Department a photocopy of the current individual insurance policy (not applicable to Public Health, Healthcare Administration, and EMT-B).
9. As appropriate, will maintain a student/faculty ratio (excluding observational experiences) not to exceed the maximum prescribed by the Kentucky Board of Nursing or any other discipline specific accrediting agencies.
10. The University will require students to either be vaccinated for Hepatitis B or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Facility.
 - 10.1. Nursing will assure the affiliating agency that all nursing students have on file in the department of nursing a current RN license (if applicable), as well as a current medical history, medical examination report, a negative drug screen, and evidence of current immunizations against diphtheria, tetanus, and measles. Results of the following diagnostic studies must also be on file: Tuberculin skin test and Rubella Titer or proof of immunizations. All students in the nursing program will be vaccinated with Hepatitis B vaccine or they must sign the declination statement.
11. Will require students participating in educational experiences to provide results of criminal background check to the facility upon request. WKU agrees that it will require all WKU students, and any other WKU employees, volunteers or contractors performing services under this Agreement, to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. WKU students, and any other WKU employees, volunteers or contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to perform services under this Agreement:
 - Any conviction for sex -related offences;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses;
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

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- 11.1. All Nursing students will be required to complete a criminal background check. The Nursing Department will maintain the results of the policy checks confidentially and securely. Affiliating agencies requiring the police checks will be advised of any students with reported felony or misdemeanor information and may reserve the right to determine the student's appropriateness for clinical practice within their agency.
12. The University acknowledges that the education records of JCPS students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of JCPS students that are made available to any student teacher assigned under this agreement.

C. JEFFERSON COUNTY BOARD OF EDUCATION, AND WESTERN KENTUCKY UNIVERSITY

1. Will cooperate in planning and evaluating clinical, administrative or other learning experiences which will ensure student progress and competency.
2. Will have mutually acceptable standards for the behavior of the students acceptable to both the facility staff and to the University faculty.
3. Will review this agreement as needed, at which time mutually agreeable revisions or modifications may be made in writing.
4. Will agree that the withdrawal of a student from an assignment may be effected by either party. The party causing such withdrawal shall notify the other party, and the withdrawal shall be upon the terms and conditions agreed to by WKU and the facility. However, the facility retains the right at all times to safeguard the health, safety, and welfare of its patients/clients and employees by removing a student from an assignment, at any time, for any reason not prohibited by law.
5. Will agree to the desires of either party to terminate this agreement. Either party shall serve written notice thereof on the other party. Termination shall thereupon be effective 30 days after the date of service of such notice. Terminations shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to fully complete their scheduled program.
6. No person with responsibilities in the operation of the project shall discriminate against any student, member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.
7. WKU faculty, staff, or students shall not be deemed to be employees of the facility for any purpose, including but not limited to, compensation or fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, OSHA regulations or for any other purpose, due to 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.
 - 7.1 For Health Information Management (HIM) students, this is a planned professional practice experience (PPE) and should not be regarded as strictly work experience. It is expected that HIM students will not be substituted for paid staff. The PPE does not prohibit a

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paid internship* (*HIM program accrediting agency- The Commission on Accreditation for Health Informatics and Information Management Education (CAHIIM))

8. WKU agrees to provide participating instructors, advisors, and students with training on the security and privacy standards of the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder. For purposes of HIPAA, CHHS at WKU AND FACILITY acknowledge that Students are part of Facility's "workforce", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between CHHS at WKU AND FACILITY.
9. In the event that either Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") or the Receiving Party otherwise receives/obtains or collects/maintains Personal Information on the Disclosing Party's behalf, as set forth below, as a result of or in connection with this Agreement or any obligation delineated in this Agreement, the Receiving Party hereby agrees to the following:
 - 9.1 The term "Personal Information" means personally identifiable or identifying information or data, in whatever form, and including as defined in Kentucky law (KRS 61.931(6)) an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; (b) A Social Security number; (c) A taxpayer identification number that incorporates a Social Security number; (d) A driver's license number, state identification card number, or other individual identification number issued by any agency; (e) A passport number or other identification number issued by the United States government; or (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by FERPA.
 - 9.2 The Receiving Party and its employees, agents, and contractors (collectively "Affiliates") may obtain, access or collect (collectively "obtain" or collectively in the past tense "obtained") Personal Information only if specifically authorized by and necessary and required in connection with this Agreement.
 - 9.3 In addition to any protections to the Disclosing Party in this Agreement or any other documents, and any provision in this Agreement or any other documents to the contrary notwithstanding, the Receiving Party: (1) acknowledges that it is familiar with the terms and provisions of applicable law, including KRS 61.931 et seq., and will fully comply with it; (2) will not use any Personal Information other than for the purpose of performing its obligations for the Disclosing Party under this Agreement; (3) will not re-disclose any such information to any third party not specifically involved in fulfilling its obligations for the Disclosing Party under this Agreement; and (4) shall ensure that prior to granting its Affiliates access to any Personal Information, such individuals or entities are informed of and agree to abide by confidentiality obligations no less restrictive than those contained herein, and the Receiving Party will require all Affiliates to comply with the security procedures and practices and breach investigation procedures and practices as provided herein. Any release or re-disclosure of Personal Information must be in accordance with applicable law including 34 CFR 99.33(a), and to the extent required by law the party releasing Personal Information will notify the Disclosing Party before any such release of Personal Information.
 - 9.4 The Receiving Party and its Affiliates will at their sole cost and expense implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implement, maintain, and update

security and breach investigation procedures and practices that are 1) appropriate to the nature of the Personal Information; 2) at least as stringent as the strictest standards provided by law and industry practices regarding security and breach investigation procedures including 16 CFR 314.1 et seq., the security and breach investigation procedures and practices of the Kentucky Council on Postsecondary Education or the Kentucky Board of Education, as applicable, under KRS 61.932(1)(b), and Payment Card Industry Data Security Standards; and 3) reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

- 9.5 The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of an actual or suspected security breach relating to the Personal Information. Notice in the event the Board is the Receiving Party will be provided to the University/College's Chief Information Officer, 1906 College Heights Blvd #11071, Bowling Green, KY 42088 Phone: (270) 745-2243. Notice in the event the University/College is the Receiving Party will be sent to the Board's Chief Business Officer, 3332 Newburg Road, Louisville, KY 40218. Phone (502) 485-3011 Fax: (502) 485-3674. The notice to the Disclosing Party shall include all information the Receiving Party has with regard to the security breach at the time of notification. The Receiving Party will report using Form FAC-001 found at:

<http://finance.ky.gov/services/forms/Documents/COT/FAC001%20Determined%20Breach%20Notification%20Form.pdf>

The Receiving Party's obligation is applicable regardless of whether the Personal Information was obtained by or was in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate.

- 9.6 The notice required by the preceding paragraph may be delayed if a law enforcement agency notifies the Receiving Party that notification will impede a criminal investigation or jeopardize homeland or national security. If notice is delayed pursuant to this subparagraph, notification shall be given as soon as reasonably feasible by the Receiving Party to the Disclosing Party. In connection therewith, the Receiving Party will complete the form FAC-002 found at:
<http://finance.ky.gov/services/forms/Documents/COT/FAC002%20Delay%20Notification%20Record.pdf>.

- 9.7 In the event of a security breach relating to Personal Information, the Receiving Party at the discretion and direction of the Disclosing Party will be responsible for a reasonable and prompt investigation required by KRS 61.933(1)(a)(2) including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the Receiving Party will satisfy the notification deadlines in KRS 61.933(1)(b) but the Receiving Party will ensure that the Disclosing Party has the opportunity to review and approve all notices to be sent. The Disclosing Party will have the opportunity to review any report produced as the result of the investigation. Without limiting the preceding, the Receiving Party will be fully responsible for complying with all other law applicable to any security breach related to Personal Information regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of the Receiving Party or any Affiliate. The Receiving Party will be fully responsible for all costs associated with its and the Disclosing Party's complying with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

- 9.8 If the Receiving Party is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of

the unauthorized disclosure of one (1) or more data elements of Personal Information that is the same one (1) or more of the data elements of Personal Information listed above, the Receiving Party shall meet the requirements hereunder by providing to the Disclosing Party a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed above.

- 9.9 Any provision in this Agreement or any other document to the contrary notwithstanding, including but not limited to any provision related to limitation of liability, the Receiving Party shall to the extent permitted by Kentucky law fully indemnify and hold harmless the Disclosing Party, the Disclosing Party's Board of Trustees or Regents or Board of Education, as applicable, and its and their Trustees or Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of any security breach relating to Personal Information.
- 9.10 Without the Disclosing Party's prior written consent, the Receiving Party shall not consent to, and will ensure no Affiliate consents to, the entry of a judgment or award, or enter into a settlement, which does not include a release of the Disclosing Party, the Disclosing Party's Board of Regents or Board of Education, as applicable, and its and their Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from all liability with respect to the Losses.
- 9.11 Without limiting any of the preceding, the Receiving Party will bear any and all costs associated with notifying all individuals who are the victims of, and will bear any and all costs of such individuals in connection with, any such security breach involving Personal Information.
- 9.12 The provisions of this Section will survive termination of this Agreement for whatever reason.
- 9.13 As used herein, "security breach" includes: 1. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of unencrypted or unredacted records or data that compromises or the Disclosing Party or the Receiving Party believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of encrypted records or data containing Personal Information along with the confidential process or key to unencrypt the records or data that compromises or the Disclosing Party or the Receiving Party reasonably believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals. Without limiting the preceding, security breach includes the theft or misappropriation or improper use, access, or disclosure of Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate. In the event of any dispute between the Receiving Party and the Disclosing Party as to whether a security breach has occurred, the Disclosing Party's determination will be conclusive and the Receiving Party will proceed in accordance herewith.
- 9.14 Upon expiration or termination of this Agreement, for any reason, the Receiving Party agrees to destroy any and all Personal Information obtained by or in the possession

of or maintained or stored by or on behalf of the Receiving Party or any Affiliate in a manner that completely protects the confidentiality of the information after copies thereof have been returned to the Disclosing Party, if requested, unless the Disclosing Party directs that such Personal Information be transferred to another person or entity. In no event will any copies of Personal Information be retained by the Receiving Party or any Affiliates.

D. MODIFICATION OF AGREEMENT

This agreement may be modified only by written amendment executed by all parties *hereto*.

E. INSURANCE / LIABILITY

WESTERN KENTUCKY UNIVERSITY, as an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability for itself, agents, officers, employees, or students. Any claim brought against WKU for negligence is governed by the Kentucky Board of Claims Act, KRS 44.070 *et seq.* and/or as requested by WKU legal council: The University is a state agency that cannot enter into indemnification agreements, therefore, any indemnification by the University are hereby deleted.

F. BINDING EFFECT / CHOICE OF LAW

1. This agreement shall not be binding upon the parties until it is approved by a Western Kentucky University Authorized Representative of the College of Health & Human Services and by the Authorized Representative of the facility.
2. This agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

G. SIGNED BY:



CHHS, WKU Authorized Representative

Dr. Danita Kelley, Associate Dean
College of Health and Human Services
Phone: (270) 745-8912
FAX: (270) 745-7073
E-Mail: Danita.kelley@wku.edu

9-6-2016
Date

Facility/Hospital - Authorized Representative

Name: Dr. Donna Hargens

Title: Superintendent

Agency: Jefferson County Public Schools

Address: VanHoose Education Center, 3332 Newburg Road, Louisville, KY 40218

Phone: 502.485.3251

Email: d.hargens@jefferson.kyschools.us

Date