



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
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Linda C. Gearheart, Board Chair Member - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Action/Discussion Item:** Consider/Approve the Memorandum of Understanding between the Floyd County Board of Education and Idaho State University.

**Applicable Statutes or Regulations:** BOE Policy 0.11 Powers and Duties of the Local Board of Education.

**Background and major Policy Implications:** Idaho State University has requested placement of a student enrolled in one of their Physical and Occupational Therapy, Speech-Language Pathology, Audiology, Physical Therapist Assistant and Occupational Therapy Assistant programs into our schools for the purposes of providing clinical practice experiences for students preparing for a career in education.

**Fiscal Budgetary Impact:** None

**Alternatives:** None proposed.

**Recommended Action:** To approve the Memorandum of Understanding with Idaho State University.

**Contact Person:** Angela Duncan, 606.886.4525

N/A  
Principal

Angela Duncan  
Director

Anna W. Shepherd  
Superintendent

**Date:** September 2, 2021

## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its Physical and Occupational Therapy, Speech-Language Pathology, Audiology, Physical Therapist Assistant, and Occupational Therapy Assistant programs, located at 921 S. 8th Ave., Stop 8410, Pocatello, ID 83209-8410 (the "*Program*") and **Floyd County Board of Education**, located at 442 KY RT 550, Eastern, KY 41622, (the "*Facility*") (each individually, a "*Party*," and collectively, the "*Parties*"), takes effect on **August 25, 2021** (the "*Effective Date*").

### Background

- Program is a higher education institution having enrolled Students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").
- The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

### Agreement

#### I. Mutual Responsibilities and Coordination.

- A. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to the Student's Experience.
- B. Nondiscrimination. Each Party must not discriminate on the basis of race, creed, sex, national origin, disability, or any other characteristic protected by law, unless permitted by law.
- C. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Student's Experience schedule, content, objectives and goals.

#### II. Program Responsibilities.

- A. Definitions.
  1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009).
  2. "*ACCE*" means Program's academic coordinator of clinical education
- B. Duties. The Program shall:
  1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
    - a. the Program's curriculum generally; and
    - b. the desired Student Experiences;
  2. Ensure that each Student is appropriately assigned to the desired Experience, including:
    - a. evaluating the Student's competence and knowledge

- before the Experience begins and after the Experience ends; and
  - b. requiring the Student to carry appropriate general and professional liability insurance;
- 3. Ensure that the Student is knowledgeable and has prepared for:
  - a. transportation needed to fulfill responsibilities at the Facility;
  - b. room and board while performing the Experience at Facility; and
  - c. scheduling arrival at and departure from the Facility;
- 4. Ensure that the Student has been made aware of each relevant Facility rule, regulation, policy, procedure and schedule that Facility has made known to the Program;
- 5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
- 6. Facilitate communication between the Parties, including:
  - a. appointing a member of Program's faculty to serve as ACCE;
  - b. notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
  - c. notifying the Facility annually of each then-current academic year's clinical education schedule;
  - d. notifying the Facility of each specific Student assignment no later than ten (10) working days before the Student's arrival, subject to the arrangement set forth below in Sections IV.B and IV.C; and
  - e. describing to the Facility specific Student outcome objectives for each assigned Student Experience;
- 7. Direct each Student to comply with Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
- 8. Ensure, at the Facility's request, that each Student signs and delivers to the Facility before the Experience begins a copy of the Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

**III. Facility Responsibilities.** The Facility shall:

- A. accept a mutually agreed upon number of Students which the Program has selected for an Experience period;
- B. provide any applicable annually updated information that is

necessary to complete Program's Clinical Education Center Information form;

- C. notify the Program - no later than fifteen (15) working days before a clinical assignment - of any change in the Facility's ability to accept the Student;
- D. provide the Student a clinical schedule averaging forty (40) hours per week;
- E. complete and return each Student evaluation according to the Program's guidelines and schedule;
- F. not subject the Student to any sexual harassment; and
- G. inform and train the Student regarding the Facility's HIPAA-related policies and practices.
- H. facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of his/her identity.
- I. assume and maintain responsibility for patient care.

#### IV. **Student Experience Characteristics.**

- A. No Employment Relationship to Either Party.
  - 1. *In General.* Facility's rules and regulations apply to each Student which Program assigns to an Experience.
  - 2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose including, but not limited to, liability, but instead is a Student engaged in the educational Experience as a part of the Program's curriculum.
  - 3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:
    - a. solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and
    - b. as workforce is defined under 45 CFR 160.103.
- B. Short-Notice Assignment. In an emergency circumstance, the Program has a right to assign a Student to an Experience with less than ten (10) days' notice to Facility. The Facility reserves a right to accept or reject that assignment.
- C. Short-Notice Cancellation. Program retains a right to cancel a Student's Experience assignment for academic or other good cause with less than ten (10) days' notice to the Facility, with no duty to designate another Student as a replacement.
- D. Assignment Refusal. Facility retains a right for good cause to refuse

any clinical assignment with less than fifteen (15) working days' notice.

- E. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:
1. the Student's unprofessional or unethical behavior;
  2. the Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;
  3. the Student's failure to meet Program's prerequisite academic requirements; or
  4. any good cause, including but not limited to, any medical emergency.

V. **Effective Duration.**

- A. **Term. The Agreement's term begins on the Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**
- B. Termination. Each Party has a right at any time to terminate the Agreement subject to providing at least sixty (60) days' advance written notice to the other Party.
- C. In the event of termination of this Agreement by either Party, Students currently assigned to clinical experiences at the Facility at the time of notice of termination will be given the opportunity to complete their Experience at the Facility.

VI. **Liability.**

- A. Program Commitment.
1. *Insurance*. Program at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an occurrence-based form. Program at Facility's request must deliver a certificate of financial responsibility to Facility.
  2. *Workers Compensation*. The Program shall, at its own expense, obtain and maintain appropriate Workers' Compensation coverage for Program's employed personnel and Students.
  3. *Program Indemnity*.
    - a. *Scope*. To the extent of applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. §§ 6-901 *et seq.*), and subject to any applicable terms thereof, the Program will indemnify the Facility, its officers, governing board, employees, agents, and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's

fees, arising from any negligence or wrongful act or omission of the Program, its officers, employees, and agents.

- b. Exclusion. The Program is liable under the provisions of subsection VI.A for any obligations, costs, and expenses only to the extent that the above act or omission is caused:
  - (1) By the Program or any of its officers, employees, or agents; and
  - (2) Not by the Facility or any of its officers, employees, agents, representatives, or volunteers.
- c. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

B. Facility Commitment.

- 1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, agents, representatives, and volunteers. Facility at Program's request must deliver a certificate of insurance to Program.
- 2. *Facility Indemnity.*
  - a. Scope. To the extent of Facility's preceding insurance coverage, the Facility will indemnify the Program, its officers, governing board, employees, and agents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Facility, its officers, employees, agents, representatives, or volunteers.
  - b. Exclusion. The Facility shall be liable under the provisions of subsection VI.B for any obligations, costs, and expenses only to the extent that such act or omission is caused:
    - (1) By the Facility or any of its officers, employees, agents, representatives, or volunteers; and
    - (2) Not by the Program or any of its officers, employees, or agents.

C. Student Insurance.

- 1. *Student Requirement.* Student is required to have Student's own general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 in general aggregate.
- 2. *Program Duty.* The Program ensures that general and

professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, must deliver a copy of the insurance certificate to the Facility.

- VII. The Program shall retain all of its governmental immunities and protections under the Idaho Tort Claims Act (I.C. §§ 6-901 *et seq.*) regarding the terms of this Agreement and any claims brought against Program. Facility shall retain all of its governmental immunities and protections under applicable Kentucky law regarding the terms of this Agreement and any claims brought against Facility.
- VIII. **Confidentiality.** The Facility acknowledges that Student records are confidential and shall not disclose any Student records to a third party without the prior written consent of Student, except when required by law.
- IX. **Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.
- X. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

Program Notification Address:      Facility Notification Address:

Idaho State University  
General Counsel  
921 S. 8<sup>th</sup> Ave., Stop 8410  
Pocatello, ID 83209-8410

Floyd County Board of Education  
Administrator  
442 KY RT 550  
Eastern, KY 41622

- XI. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

**Signed:**

**Program:**  
**IDAHO STATE UNIVERSITY**

**Facility:**  
**FLOYD COUNTY BOARD OF  
EDUCATION**

By: \_\_\_\_\_  
Rex Force, Pharm.D.  
Vice President for Health Sciences

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

and

IDAHO STATE UNIVERSITY

By: \_\_\_\_\_  
Lyle Castle, Ph.D.  
Vice Provost for Academic Outreach

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



## ATTACHMENT A

### Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between **Floyd County Board Of Education**, ("Facility") and **Idaho State University**, on behalf of its Physical and Occupational Therapy, Speech-Language Pathology, and Audiology, Physical Therapist Assistant, and Occupational Therapy Assistant programs ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

**I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.**

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Student's Signature

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Date

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Student's Name (Print)

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Program Witness (Signature)

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Date

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Program Witness Name and Title (Print)