MEMORANDUM OF UNDERSTANDING
NR436 COMMUNITY HEALTH PRACTICUM

Chamberlain University ("University") Representative: Title: 233 S. Wacker Dr., Suite 800 Chicago, IL 60606 Email: clinicalcontracts@chamberlain.edu	Menifee County High School ("Facility") Representative: Title: Address: 440 Wynn Flatt Road Frenchburg, KY 40322 E-mail: Phone:

It is the intent of the above-named parties to work together to provide the University's students in Chamberlain's NR 436 Community, Public, and Population Health Practicum ("Community Health Practicum") with opportunities for a practicum experience with the Facility. The parties agree to the provisions identified in this Memorandum of Understanding.

Responsibilities of University:

- Ensure students have met all applicable University eligibility requirements of the Community Health Practicum prior to assignment.
- Retain ultimate responsibility for the educational and practicum experience of the Community Health Practicum, including grading.
- Establish competencies to be addressed during the practicum experience.
- Design the practicum experience as prescribed by the University curriculum.
- Suggest activities to enhance the practicum experience.
- Provide a faculty member to serve as liaison with the Facility.
- Notify students of their responsibility to abide by the Facility policies, procedures, rules, and regulations.
- Ensure that students have met all applicable healthcare compliance requirements, criminal and other background checks and drug screen as identified by the Facility on the Healthcare Compliance Partner Clearance Form.
    - If Facility has not submitted Healthcare Compliance Partner Clearance Form by the time Students are assigned to the Facility, University will ensure Student has met the requirements set forth in University's Student Handbook.
- Ensure that students are advised that they are not to provide health guidance or advice unless provided under the direction of their site preceptor, and that the materials that they are to develop and prepare during their Practicum, are not to be presented to site clients or community members until approved by their course Faculty.
- Ensure that students, who may drive their own vehicles during their practicum experience, have been notified that they are expected to carry their own automobile liability insurance and that neither Facility nor University will provide or be responsible for providing automobile liability insurance covering student's use of student's own vehicle during their practicum.
- Provide Facility with course syllabus, expected outcomes, evaluation tools, and the practicum experience requirements upon request.
- Retain the right to require that a student no longer be placed with a particular Facility point of contact.
- Maintain claims made professional liability insurance of $1,000,000 per claim and $3,000,000 aggregate. Certificate of Insurance to be provided upon request.

Responsibilities of the Facility:

- Retain ultimate responsibility for community health services and any direct patient care, to the extent applicable, at all times. Students and faculty will not be used to provide services in place of Facility staff. Students are not to engage in direct patient care at the Facility or on behalf of the Facility at any time during the hours designated for the practicum experience unless under the direction of their site preceptor. Students are not a replacement for site staff and are not to be the primary provider of routine care on behalf of the facility or facility staff. Students and faculty are not employees and are not entitled to any compensation or benefits, including Workers' Compensation.
- Provide students an orientation to the Facility, including, without limitation, its rules, regulations, administrative policies, standards and practices relevant to the Community Health Practicum.
- Ensure the practicum involves direct interaction with individuals, families, or community groups to meet program competencies and standards.

- Cooperate with University faculty to promote the success of the Community Health Practicum program.
- Remove the student from further participation if he or she does not comply with Facility expectations or if the Facility is concerned about staff, student, or community member safety.
- Facility shall notify University of any internal or external allegations or reports of misconduct received by Facility that pertain to any Student's experience of the practicum (pertaining to Facility premises, facility's operations, or other practicum locations, as applicable), including but not limited to sexual harassment complaints and ethics investigations.
    - If a student notifies the University of sexual misconduct by any agent or employee of the Facility or by another Student in the Practicum program, pursuant to Title IX of the Education Amendments of 1972 ("Title IX"), University will investigate and Facility will make reasonable efforts to cooperate with the investigation.
- Provide equipment & supplies necessary for the practicum experience at the Facility, if applicable.
- In the event that Facility allows Students to remotely participate in activities that are conducted virtually outside any of the Facility's physical locations, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Facility acknowledges that University does not control the performance, reliability, or security of the devices or networks used by Students for these activities and Facility shall be responsible for ensuring that such devices or networks meet Facility's requirements.
- Share guidelines for developing competency in the practicum activities.
- Provide written evaluation of the Community Health Practicum program by a representative of the Facility and by the practicum preceptor for each student at the culmination of that student's practicum experience. One evaluation is sufficient where the Facility representative and the practicum preceptor are the same individual.
- Safeguard against improper disclosure of any student record information in its possession, in compliance with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment.
    - Facility agrees that any educational record of any Student that is generated or maintained in Facility's custody during the Community Health Practicum, including but not limited to Student evaluations and Student attendance records, are owned by University and will be provided to University following completion of the Practicum or upon the reasonable request of University or Students.
- Allow representatives of the University and/or agencies responsible for approval of facilities used for the Community Health Practicum or for accreditation of the applicable program curriculum to tour Facility to the extent to the extent necessary as pertaining to the Community Health Practicum.
- Maintain insurance coverage in reasonable amounts and that is consistent with coverage standards for the industry and geographic area.

Mutual Understanding:

- A student's practicum experience is distinctly separate and apart from the student's work responsibilities and schedule if the student is employed at the Facility. During time designated for the practicum experience, the Facility will not require the student to engage in work-related activities. University and Facility agree that Students training at the Facility under this Agreement will have the status of Students in training and will not be considered employees of the Facility or any of Facility's subsidiaries or affiliates by virtue of participation in the Practicum and shall not, solely as a result of participation in the Practicum, be entitled to compensation, remuneration or benefits of any kind.

In the event that a Student is an employee or independent contractor of the Facility, Facility and University acknowledge and agree that Facility (a) alone employs its employees of Facility, and contracts with its independent contractors and is responsible for any compensation paid, regardless of whether Facility's employee or independent contractor is completing Facility employment hours or Practicum hours, (b) will pay, or be responsible for any salary, compensation, withholdings as required by law, unemployment insurance, or benefits (including disability benefits) for its employees or independent contractors, as applicable, and (c) assumes all responsibility and liability that may be imposed upon an employer under any law, regulations, or ordinance, including any wage or obligations.

In the event that Facility chooses to provide compensation, remuneration or benefits of any kind to Students outside of an employment or independent contractor relationship, Facility and University acknowledge and agree that Facility (a)

alone will pay, or be responsible for any compensation, remuneration, or benefits provided to Students and (b) assumes all responsibility and liability for any such compensation, remuneration, or benefits under any law, regulation, or ordinance.

- University and Facility will agree to start dates and length of the Community Health Practicum for each Student.
- During the term of this Agreement, University and Facility will periodically agree on the number of students eligible to participate in the Community Health Practicum; provided, however, that Facility may reduce the number of Students eligible to participate in the program at any time, with prior notice to University and adequate time for University to reassign the Students to another practicum site.
- This Memorandum of Understanding is effective for one (1) year from the date of execution by both parties and, unless terminated, will automatically renew for five (5) additional terms of one (1) year each. Either party may terminate this Memorandum of Understanding immediately for cause or upon thirty (30) days prior written notice without cause. In the event of a termination, subject to the Facility's right to remove a student from participation in the Practicum if the student is not compliant with Facility expectations or poses a safety concern, students participating in a Practicum at the time of termination will be permitted to complete their Practicum under the terms and conditions of this MOU.
- Both parties agree to comply with all applicable laws and regulations, including laws prohibiting discrimination.

Menifee County High School ("Facility")	Signature	Date
Chamberlain University ("University")	Signature	Date

Healthcare Compliance Partner Clearance Form for Clinicals & Practicums

Site Name:_____

Program(s) (check all that apply): BSN P/VN APRN MSN DNP MPH MSW MPAS

Requirements apply to: Students Faculty There are no Health and Safety Requirements for this site

NOTE: If checked, in order to finalize the form, please fill in the Completed by, Email and Date below. No further information is required.

If student is an employee, are they required to submit any of the below Health and Safety Requirements

Yes (Please Specify below) No

Completed by_____Email_____Date_____

HEALTH & SAFETY REQUIREMENTS:

BACKGROUND CHECK	DRUG SCREEN	FINGERPRINTING
Not Required Required State Specific Other	Not Required Required	Not Required Required State Specific
Please specify any additional specific requirements for your state:	Please specify any additional information:	Please specify any additional specific requirements for your state:

PROOF OF HEALTH INSURANCE	HIPAA COMPETENCIES (ANNUALLY)	OSHA (BLOOD BORNE PATHOGENS) COMPETENCIES (ANNUALLY)	FACILITY CONFIDENTIALITY AGREEMENT
Not Required Required	Not Required Required	Not Required Required	Not Required Required

HEPATITIS A	HEPATITIS B	HEPATITIS C
Not Required Please check one box Vaccine 2-dose accepted **or** Titers accepted (showing immunity) Vaccine 2-dose accepted only Titers accepted only (showing immunity)	Not Required Please check one box Vaccine (2-dose or 3-dose) **or** Titers accepted (showing immunity) Vaccine (3-dose) **or** Heplisav B (2-dose) only Titers only (showing immunity)	Not Required Please check one box Hepatitis C Antibody Test Other
Additional notes:	Additional notes:	Additional notes:

MMR	VARICELLA	POLIO
Not Required Vaccine 2-dose Series (28 days apart) or Titers accepted (showing immunity) Vaccine 2-dose Series (28 days apart) only accepted MMR Titers Only (showing immunity)	Not Required Vaccine 2-dose Series (28 days apart) or Titers accepted (showing immunity) Vaccine 2-dose Series (28 days apart) only accepted Varicella Titers Only (showing immunity)	Not Required Please check one box Vaccine **or** Titers accepted (showing immunity) Vaccine only Titers only (showing immunity)
Additional notes:	Additional notes:	Additional notes:

TUBERCULOSIS (TB)	TDAP	SEASONAL FLU
Not Required Please check one box Annual PPD 2-Step (dated 1 week to 3 months apart) 2 Step (dated 1 week to 3 months apart) **or** IGRA blood work Annual PPD or IGRA blood work	Not Required Please check one box TDAP dated within the last 10 years TD immunization with prior proof of TDAP	Not Required Required NOTE: Seasonal Months follows CDC guidelines
Additional notes:	Additional notes:	Additional notes:

MENINGOCOCCAL	PHYSICAL EXAM	CPR CERTIFICATION	COVID	OTHER
Not Required Required	Not Required Required	Not Required Required Other	Not Required Initial Vaccine Only Initial Vaccine and Boosters Exemption Allowed (Medical/Religious)	Please specify other:
Additional notes:	Additional notes:	Please specify other type of CPR accepted:	Additional notes:	