

**MEMORANDUM OF UNDERSTANDING CONCERNING
AFFILIATION OF STUDENTS IN PRACTICE SETTINGS**

This is a Memorandum of Understanding on the part of _____ hereinafter referred to as “Facility,” and Thomas University, hereinafter referred to as “University.”

A. PURPOSE:

- (1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship to provide high quality practice settings for Thomas University’s students, while at the same time enhancing the resources available to the Facility for the providing of health care services to its clients/patients.
- (2) Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or as to any third party.

B. GENERAL UNDERSTANDING:

- (1) The courses of instruction to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending date for each clinical experience shall be agreed upon at least one month before the program commences.
- (2) The number of students designated for participation in a practical experience will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student’s failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.
- (3) There shall be no discrimination on the basis of race, color, national origin, religion, creed, gender, age, sexual orientation, veteran status, disability, or other status protected by law in either the selection of students for participation in the program, or as to any aspect of the practice setting; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student’s effective participation in the program.

C. FACILITY RESPONSIBILITIES:

- (1) The Facility will retain responsibility for the supervision of clients/patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of clients/patients.

- (2) The Facility will provide adequate workspace for participating students in accordance with the course objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.
- (3) The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the educational experience.
- (4) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students. Social Work and Clinical Rehabilitation Counseling field instructors will provide on-site field instruction supervision time of not less than one hour per week for field students.
- (5) The Facility shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Facility.
- (6) All medical and health care (emergency or otherwise) that a student or University faculty member receives at the Facility or its affiliates will be at the expense of the individual involved. Student or University faculty will not be entitled to Worker's Compensation under the Facility's coverage, or health care insurance under the plan provided by Facility for its employees, or other benefit programs of the Facility.

D. UNIVERSITY RESPONSIBILITIES:

- (1) The University will use its best efforts to see that students selected for participation in the practice settings be prepared for effective participation in the practicum phase of their overall education. The University will retain ultimate responsibility for the education of its students.
- (2) The University will use its best efforts to see that the clinical/practicum/internship experiences at the Facility are conducted in such a manner as to enhance the goals of that setting. Only those students who have satisfactorily completed the pre-requisite didactic portion of their curriculum will be selected for participation in a clinical/practicum/internship.
- (3) The university will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately qualified and appointed by the academic program. Evidence of professional licensure, if required of assigned faculty, will be maintained on file with the Facility at all times.
- (4) The University will inform the Facility of accreditation status and standards pertinent to the academic program.

- (5) The University will provide the Facility preceptor/field instructor orientation to the curriculum, learning outcomes, and responsibilities of students, faculty, and preceptors/field instructors.
- (6)
 - (a) The University will require all participating nursing, clinical laboratory science, clinical rehabilitation counseling, and social work students and faculty to show proof of liability insurance in an amount not less than \$1,000,000 per occurrence / \$3,000,000 aggregate claim. Upon request, evidence of such insurance will be provided.
 - (b) The University will require all participating nursing students to show proof of a current AHA BLS Health care provider card. Upon request, evidence of such will be provided.
- (7) The University will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:
 - (a) To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.
 - (b) To provide the necessary and appropriate attire and supplies required where not provided by the Facility.
 - (c) To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (d) To conform to the standards and practices established by the University while training at the Facility.
 - (e) To keep in confidence all medical and health/mental information pertaining to particular clients/patients. Students and faculty of the University understand and agree that they will be exposed to personal and confidential information related to the operations of the Facility and the clients thereof. Students and faculty agree that personal health information of the clients/patients is subject to privacy regulations including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), as well as any other confidentiality compliance policies of the facility. Students and faculty agree to comply with such policies and regulations that ensure that the use of personal health information only on a "need to know" basis and for the sole purpose of rendering treatment and consultation in the course of providing care to the clients/patients of the Facility.
 - (f) To wear a Thomas University name pin and uniform, if required by the academic program, that clearly identifies him or her as a student or faculty member of the University whenever acting in such a capacity at the Facility.
 - (g) To understand, agree, and acknowledge that the student is not an employee of the facility during his/her tenure for clinical placement as a student and is not covered for liability protection, worker's compensation benefits, life insurance, or other similar benefits eligible to an employee.

- (8) The University will require each participating nursing or clinical laboratory science student to furnish proof a current physical examination and a health report (including measles, mumps, rubella, and chicken pox immune status; and tetanus/diphtheria immunization documented within the last 10 years, and annual TB skin test), the results of which shall, upon written request, be made available to the Facility.
- (9) The University will require a criminal background check of students prior to enrollment in a practicum/internship course. Results, which are confidential, shall be sent directly from an agency authorized to conduct such criminal background checks to a designated representative at the Facility upon request. Thomas University faculty shall not have access to the report and the results shall not be maintained in the student's University file.
- (10) The University will provide training in the Universal Precautions against infection and the Health Insurance Portability and Accountability ACT (HIPAA) for all students prior to their arrival at the Facility.

E. MUTUAL RESPONSIBILITIES

- (1) The parties will work together to maintain an environment of quality practice setting learning experiences and quality practice. At the request of either party a meeting or conference will promptly be held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated practice settings experience.
- (2) The term of this affiliation shall commence at the start of the fieldwork experience and shall be automatically renewed for one-year consecutive terms thereafter unless either party requests a change or termination of this agreement in writing. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next clinical/practicum/internship experience.

SIGNED:

CLINICAL FACILITY:

UNIVERSITY:

Thomas University
1501 Millpond Road
Thomasville, Georgia 31792

By: _____
(insert)
Director

By: _____
Dr. John Meis
Vice President of Academic Affairs