

- E. The University shall provide copies of insurance policies of personal professional liability coverage for both faculty and pre-professional students with minimum coverage of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) aggregate.
- F. Supervision of students shall be in such numbers and such times as the parties hereto agree.
- G. The University agrees and shall advise all students that if they require emergency health care, while participating in a program pursuant to this agreement, the emergency health care shall be at the expense of the student and/or his/her insurance carrier unless such emergency care is due to the acts or omissions of the Clinical Facility, its agents or employees; in which event, such care shall be at the expense of the Clinical Facility.
- H. Students will be instructed in preclinical study policies and procedures regarding OSHA Standards and Regulations and Universal Precautions by University faculty.

ARTICLE II - CLINICAL FACILITY RESPONSIBILITIES

- A. Shall be responsible for and retain absolute control over the organization, administration, operation, and financing of its services and ultimate responsibility for patient care and welfare.
- B. The University shall be informed regarding additional research or educational programs and changes in the facility that may affect the University. Where multiple educational programs exist, the Clinical Facility shall devise ways for coordination so that all programs may have maximum benefit of learning experiences.
- C. The Clinical Facility, if a hospital, shall be accredited by the Joint Commission for the Accreditation of Hospitals or a similar appropriate accrediting agency. If the Clinical Facility is an organization other than an accredited hospital, then it shall be operated in accordance with acceptable health care standards.
- D. Will be responsible for requesting the University provide criminal checks on students and faculty if required by law.

- E. No reduction in staff may be made by the Clinical Facility due to the presence of students and faculty.
- F. Available space in the building(s) specified by the Clinical Facility shall be established and made accessible to the University faculty and students for classroom instruction, conferences, and library purposes undertaken pursuant to this agreement.
- G. Students will be assured of workplace/clinical setting protections consistent with those of employees, according to OSHA standards.
- H. Students will be instructed in specific Clinical Facility policies and procedures regarding OSHA Standards and the Regulations and Universal Precautions by Clinical Facility personnel.
- I. Clinical Facility shall provide a post-exposure management program or medical treatment, consistent with the policies applicable to employees, to students and faculty who sustain exposure to blood, certain fluids and/or other injuries when sustained while functioning in the formal capacities of student or faculty member. Any expense(s) incurred resulting from exposure, injury, or other incident is the direct responsibility of the student or faculty member, unless such exposure, injury, or incident is due to or caused by the actions, negligence or otherwise of Clinical Facility/its employees or agents.
- J. The Clinical Facility shall designate a Clinical Education Coordinator, for appropriate programs, whose responsibility shall be to provide the liaison required to support those University program(s).
- K. Any compensation paid to the Clinical Education Coordinator(s) shall be the sole responsibility of the Clinical Facility.
- L. Clinical Facility shall maintain professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) aggregate. Clinical Facility shall provide the University with a copy of same if so requested by the University.

ARTICLE III - JOINT RESPONSIBILITIES

- A. The Clinical Facility and the University shall provide liaison from service and educational staffs for regular meetings to assure systematic planning and the exchange of information regarding policy changes, problems, and new developments.
- B. The Clinical Facility shall retain the right to control access to its facilities by students and faculty members. In the event the behavior of student(s) or faculty should become disruptive of the established practices of the Clinical Facility or its standings in the community, the action shall be reported immediately, in writing, to the Dean of the School of Health Sciences and Human Services at Murray State University. The University shall immediately remove any student(s) pursuant to the request of the Clinical Facility. The student shall be given an opportunity to be heard. Notwithstanding the foregoing, the Clinical Facility reserves the right to indefinitely remove any student from the Hospital premises without cause and at any time. Prior to dismissal of a student from the program the student shall be given an opportunity to be heard.
- C. The University and the Clinical Facility agree to cooperate in the investigation of any incident or accident arising out of the educational program undertaken pursuant to this agreement and pursuant to each's policies and procedures and as may otherwise be allowed by the laws of the Commonwealth of Kentucky.
- D. The maximum number of students per clinical placement shall be agreed upon, in writing, prior to the first day of clinical experience. The number of students shall be determined by the availability of adequate clinical experience and resources for the students' learning.
- E. The University and the Clinical Facility shall carry out the responsibility and obligations under the agreement at all times in compliance with Federal, state, and local laws, rules, and regulations, the Clinical Facility and the applicable standards of JCAHO or other accrediting body.

- F. No student or faculty shall be discriminated against because of race, color, sex, religion, age, national origin, or disability.
- G. The agreement shall become effective on the date shown and shall remain in full force and effect unless terminated pursuant to paragraphs 3.H or J. Unless otherwise terminated, extensions of one (1) year will be automatic as of each successive calendar date.
- H. The contract can be terminated at the will of either party hereto upon giving no less than six (6) months written notice of the party's intention to so terminate. It may be canceled at any time upon mutual written agreement. Basic to any consideration relative to cancellation of this agreement, a thorough assessment of the impact upon students who are already active participants at the Clinical Facility will be conducted.
- I. This agreement may only be amended upon mutual approval, in writing, by both parties.
- J. Paragraph III.H. notwithstanding, the University, as a publicly funded institution, reserves the right to terminate this agreement upon sixty (60) days written notice should funds not be appropriated by the Kentucky General Assembly past the end of the current biennium.
- K. Both parties, by execution of this agreement, do hereby certify that they have the authority to bind their respective institutions.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, _____.

Murray State University:

University President

Clinical Facility
Officer

Recommended by:

Dean, College of Health Sciences and Human
Services

Chair, Department of Wellness and
Therapeutic Sciences

Exercise Science: Athletic Training
Program Director