

Memorandum of Agreement
between
[INSERT NAME] Technical College
and
[HEALTH CARE CLINICAL SITE]

I. Purpose:

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for [INSERT NAME] Technical College Students (“Students”) at the [INSERT NAME OF CLINICAL SITE]. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

II. Parties:

[INSERT NAME] Technical College (hereinafter the “College”) and [CLINICAL SITE] (hereinafter the “Facility”).

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the [INSERT PROGRAM DESCRIPTION] programs for College faculty coordinated clinical experience in the Students’ field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant’s participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

- D. The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G. Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.

IV. The Facility Agrees To The Following:

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client or customer care.
- C. Observe the following personnel policies:
 - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events.
 - 2. Students will be allowed to make up time lost due to unavoidable absences.
 - 3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
 - 4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (I), (J) and (K).

- E. Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
- H. Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
 - 1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
 - 2. The training is for the benefit of the Students;
 - 3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
 - 4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
 - 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 - 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for College faculty and Students.
- K. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.

V. The College Agrees To The Following:

- A. Ensure that the College's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the College's Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide College faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide College faculty who have experience in specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Facility policies and procedures by the Students and faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)

- L. The College shall, to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M. Maintain the following information on each Student and College faculty member who will be participating in clinicals:

[INSERT AS APPROPRIATE. (Examples, name, address, insurance iformation, etc.)]

VI. Withdrawal of Student from Facility

- A. The Facility may request the College withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the College or Facility.
- B. The College may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the College: [INSERT]

For the Facility: [INSERT]

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45 10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

A. [INSERT AS APPROPRIATE. If no additional terms insert "Intentionally left blank."]

B. [...]

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.

2. This agreement will remain in effect until [INSERT SPECIFIC EXPIRATION DATE, RECOMMENDED NOT MORE THAN THREE ACADEMIC YEARS.]

3. Either party may terminate this agreement upon a 90 day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

[INSERT NAME] Technical College _____

President

Signing Party, Title

Date

Date

[INSERT NAME] Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to [CONTACT INFORMATION FOR TITLE IX AND SECTION 504 COORDINATORS]

ADDITIONAL PROVISIONS TO BE INCLUDED AS REQUESTED:

Background Check and Drug Screen (Two options:)

1. Ideal (Clinic handles everything):

Before the Student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to [drug testing, background check, etc.]. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the College.

2. Acceptable (College has limited involvement)

Before the Student begins his or her educational experience at the Facility, the College shall advise each Student that he/she will be required to submit to a background check by utilizing [Advantage Students or PreCheck or other service]. The background check shall be considered complete if it contains: [list of items, should not include anything that might be discriminatory on the basis of race, disability, religion, etc.]. Said background check shall be at Student Participant's sole expense. Results of the background check shall be provided to the Facility. The Facility shall have the right to require the withdrawal of any Student if he or she fails to meet the standards established by the Facility for an acceptable background check.

NOTE: AVOID IF AT ALL POSSIBLE REVIEW OF RESULTS OF BACKGROUND/DRUG TESTS BY THE COLLEGE. IF ABSOLUTELY REQUIRED BY THE FACILITY, THE PERSON(S) AT THE COLLEGE HANDLING RESULTS SHOULD NOT UNDER ANY CIRCUMSTANCES HAVE ANY ABILITY TO ASSIGN GRADES OR OTHERWISE IMPACT THE STUDENT'S SUCCESS IN THE PROGRAM. IF POSSIBLE, THE PERSON(S) AT THE COLLEGE WITH ACCESS TO THE RESULTS SHOULD BE COMPLETELY ADMINISTRATIVELY REMOVED FROM THE EDUCATIONAL PROGRAM (e.g., President's office, accounting, etc.) Also, make sure that there are set specific guidelines for "Failure" of a background check. There should be little discretion; should be "yes" or "no" as possible answers to the extent possible. Example: "Does student have a felony? Yes/No".

Confidentiality

Ideal:

Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. (“HIPAA”) and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information (“PHI”) other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

Acceptable additions:

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information which the Facility wishes considered confidential shall be clearly marked and identified as “confidential.” No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

Licensing

The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

Exposures to Bloodborne or Other Pathogens

Acceptable addition to College responsibilities (Section V):

In the event of an exposure, the College will be responsible for offering appropriate testing to the affected Student or College faculty, providing appropriate medical care, counseling, and recordkeeping in accordance with the College exposure control plan. In no instance shall the College’s responsibility as defined in the paragraph exceed a period of one year after the Student or College faculty leaves the program in accordance with State Policy.