

MUTUAL AGREEMENT AND UNDERSTANDING

THIS AGREEMENT is entered into this 29th day of November 2018, by and between USD 113, hereinafter referred to as the "Agency" and Washburn University on behalf of the School of Nursing, hereinafter referred to as the "University".

WHEREAS, the Agency is desirous of entering into a mutual agreement placing nursing students with the Agency as part of their nursing education and

WHEREAS, the University is desirous of placing their nursing students with the Agency so that they may obtain experience in the practice of nursing;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE TO THE FOLLOWING PROVISIONS, OBLIGATIONS AND RESPONSIBILITIES:

1. This agreement shall be effective immediately and remain in effect unless terminated by one of the parties, having provided 120 days written notice of its intent to terminate the Agreement. 120 days following receipt of such notice of termination this Agreement shall terminate as though such date were originally fixed as the date of expiration of this Agreement; provided such termination shall not adversely affect the rights of students assigned to the Agency for the remainder of the then academic term nor affect the rights and obligations of the respective parties with respect to such students and each other.

2. Nursing students will be supervised by the University faculty and shall be allowed to use the Agency facilities according to a schedule which is mutually agreeable to both parties.

3. The Agency will provide the use of said facilities in the manner described above at no cost to the University. The University will not incur any direct or indirect expense for such use.

4. The Agency will be responsible for nursing care and related duties for its clients/patients, including supervision of students participating in patient care. The University will provide liability insurance for students and faculty as provided in paragraph 10 below.

5. The Agency agrees it shall provide faculty and students access to sources of information such as files, charts, reference materials and manuals of procedure, administrative policies and operational procedures, for educational purposes.

6. The Agency agrees it shall inform faculty, at appropriate meetings and by bulletins, of current Agency policies or changes to policies affecting the internship affiliation.

7. The Agency will not be held responsible for injury or damage to faculty or students arising from the acts or omissions of the faculty or student.

8. The University will require nursing students to have an annual physical examination, tuberculosis screening, Hepatitis B vaccine series or a signed waiver, measles vaccination or established immunity, current CPR certification and health insurance prior to beginning their clinical learning experience with the agency. The University will maintain proof of these requirements on file.

9. The nursing students shall be required to make their own arrangements for, and to obtain at their sole expense, their own meals, uniforms, laundry, books, transportation and other such personal expenses.

10. The University shall provide professional liability insurance for its faculty and students at the Agency with coverage amounts of \$1,000,000.00/

\$3,000,000.00.

11. The University will require program faculty to maintain RN licensure to practice nursing in Kansas.

12. The University agrees it shall direct faculty and nursing students to abide by Agency's rules and regulations.

13. The University will instruct and direct students to maintain the confidentiality of the Agency's records.

14. There shall be no discrimination by either party on the basis of race, color, national origin, religion, gender, sexual orientation, age, veteran status, pregnancy, genetic information, marital status or disability or any other local, state or federal protected status in either the selection of Students for participation in the clinical learning experience or as to any aspect of the clinical training unrelated to the ability to participate in the Program;

IN WITNESS, HEREOF, this Agreement is executed by the parties the day and year written above.

AGENCY

WASHBURN UNIVERSITY

Name
Title

Jerry Farley
President