

Please note this is a fillable PDF.

This Agreement ("Agreement") is made and effective as of the last required signature as set forth below between:

Facility Name: _____

Facility Address: _____

Facility Email Address: _____

Facility Phone Number: _____

and Murray State College, One Murray Campus, Tishomingo, OK 73460

The Veterinary Clinic is committed to providing quality veterinary care and the Murray State College Veterinary Nursing Program is committed to identifying qualified veterinary clinics to support its Veterinary Nursing students and meet the clinical objectives as required for the Veterinary Nursing Distance Learning program.

Is the veterinary nursing student an employee of the facility? ☐ Yes ☐ No

If "yes", is the student covered by workers compensation or employer liability? ☐ Yes ☐ No

Parties agree to maintain non-discriminatory policies with respect to race, color, creed, origin, sex, age, disability, marital status, sexual preference, and religion. Nothing in this Agreement alters the freedom enjoyed by either party nor in any way affects the independent operations of either.

1. College Responsibilities

- a. Promote compliance of all Veterinary Clinic rules, regulations, policies, procedures, including confidentiality by all College employees and students.
- b. Collaborate with Veterinary Clinic to ensure continuity of care of patients, clients and customers.
- c. Assume full responsibility, or work with Veterinary Clinic, to plan, implement, supervise and evaluate clinical experiences.
- d. Inform Veterinary Clinic of program objectives, needs and requirements.
- e. Ensure students meet required program qualifications.
- f. Provide a list of assignments and related information each semester.
- g. Retain copies of all records and reports for the minimum required by the Veterinary Technology's regulations, accreditation and policies. Release of such records shall comply with The Family Educational Rights and Privacy Act (FERPA).

2. Veterinary Clinic Responsibilities

- a. Maintain a level of high-quality patient/client care as evidenced by appropriate accreditation, statutory, legal, licensure and regulatory requirements and approval.
- b. Foreign and overseas facilities are required to provide applicable written evidence of appropriate business and/or regulatory licenses or approval.
- c. Maintain responsibility, authority, and accountability for all care to its patients, clients and customers.
- d. Maintain standards that make it eligible for approval as a clinical area for student instruction.
- e. If requested, provide College with a copy of its rules, regulations, policies, procedures and confidentiality. Advise College of any changes in personnel, operations or policies, which may affect clinical experiences.
- f. Identify and designate Veterinary Clinic contact(s)



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- g. Ensure licensed and qualified professionals oversee students.
- h. Acknowledge that unpaid students are not Veterinary Clinic employees and these unpaid students are not required nor permitted to replace Veterinary Clinic staff.
- i. Provide orientations including expected standards of conduct, rules, policies, procedures, schedules, practices, universal precautions, and confidentiality.
- j. Allow students free use of its facilities, equipment, reference materials and reasonable study and storage space.
- k. If requested by College, evaluate students.
- l. May verify students meet applicable statutory, licensure, etc. requirements.
- m. May require students sign confidentiality agreements and/or other documents related to privacy and confidentiality and/or attend additional training.
- n. Provide, at students' expense, emergency medical care as may be necessary for any illness or injury arising from any activity engaged in as part of the clinical experience.
- o. Nothing in this Agreement is an assumption of liability by either party for any injuries suffered by students during their clinical experiences.
- p. Follow the College's notification process should students be potentially exposed to any infectious or environmental hazard or other occupational injury (i.e., rabies, bloodborne pathogen) while at the Veterinary Clinic.
- q. In the event a student is exposed to any infectious or environmental hazard or other occupational injury while at the Veterinary Clinic, provide such emergency care as is provided its employees, including, where applicable: examination evaluation and medical care by the Veterinary Clinic's emergency department or other appropriate facility as soon as possible after the incident; initiation of the proper medical treatment protocol as necessary. In the event the Veterinary Clinic does not have the resources to provide such emergency care, the Veterinary Clinic will refer student(s) to the nearest emergency facility.

3. Student Removal

- a. The Veterinary Clinic has the right to request removal of any student whose work or conduct has detrimental effects on the Veterinary Clinic or on any patients, clients and customers. The Veterinary Clinic will immediately notify the College of the specific reasons for the removal. Such action may be temporary or permanent. If temporary, both parties will work together to identify the specific requirements for return. The College agrees to remove any student whose levels of program achievements do not justify continuance.

4. Insurance, Indemnification, and Liability

Murray State College

- a. The College's Professional Liability insurance covers Murray State College students.
- b. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the State of Oklahoma. The School represents that it and its faculty are self-insured pursuant to the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et. seq.). The School agrees to furnish verification of professional liability insurance covering



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the participating Students and Instructors. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students and Instructors to maintain, and each Student and Instructor shall continuously maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverage as may be acceptable to the Facility. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall provide that they may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination.

- c. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the State of Oklahoma. During the term of this Agreement, the School shall continuously maintain for itself and for Students and Instructors professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverage as may be acceptable to the Facility. Upon request, the School shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

Veterinary Clinic

- a. Veterinary Clinic agrees to protect, defend, indemnify, and hold harmless College, its officials, agents and employees from and against any and all liability, damages, claims, suits, liens and judgements, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person(s), or damage to the property, or rights of others, caused by Veterinary Clinic. Veterinary Clinic further agrees to protect, defend, indemnify, and hold harmless the College, its officials, agents, and employees from and against all claims for liability and workers' compensation under the Workers' Compensation Act arising out of injuries sustained by any Veterinary Clinic employee.
- b. Veterinary Clinic will notify College, in writing, within thirty (30) days of its acquiring knowledge of any claim of liability. Veterinary Clinic agrees to permit College to contest and defend any claims made by any person. Each party shall provide its own defense and is liable for its own negligence should a claim of liability based upon either negligence or intentional act be made by any third party against College or Veterinary Clinic or both.
- c. At any time during the term of this Agreement, the College may request Certificate(s) of Insurance (COIs) coverage. All certificate(s) must be on current Accord or other forms acceptable to the College and signed by a person authorized by that insurer to bind coverage on its behalf. Insured names and addresses must match legal names on this Agreement. Certificate(s) must include policy number(s), type(s) of coverage, and expiration dates. Insurers must carry AM Best ratings of "A- "or better.
- d. Certificate(s) should indicate coverage will not be suspended, voided, or canceled without thirty (30) days' prior notice to College. If insurance company refuses to provide the required notice, the Veterinary Clinic or its insurance broker shall notify the College of any



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cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers'

notification to that effect. Failure to do so may result in termination of this Agreement.

- e. College reserves the right to request additional insurance or waive requirements on a case- by-case basis.
- f. During the life of this Agreement, Veterinary Clinic will purchase and retain the following insurance.
 - General Liability. Protects your Veterinary Clinic for a variety of claims including bodily injury, property damage, personal injury and other claims that might arise from your business operations. Minimum of \$1 million per occurrence and \$2 million general aggregate.
 - ☐ Request for exception – Please explain:
 - Workers' Compensation (statutory) and Employers Liability \$500,000. Statutory for workers' compensation; Employer's liability at \$500,000 each accident and \$500,000 disease for each employee. The College, its officers, and employees are not responsible for any claims or actions caused by the Veterinary Clinic's failure to comply with applicable Workers' compensation (or Employee Liability) coverage. Nothing in this Agreement creates an employee or agent relationship. Neither the Veterinary Clinic nor its employees are College employees for any purpose whatsoever. The Veterinary Clinic is an independent site. Neither it nor its employees are entitled to any benefits from the College under the provisions of Workers' Compensation laws and regulations.
 - ☐ Request for exception – Please explain:
 - Professional Liability
Minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate. Insured names and addresses must match information provided on page one (1) of this Agreement unless insurance is in an individual's name; if the latter, please explain the person's relationship (Veterinarian, etc.) to this Agreement.
Explanation:

5. Confidentiality

- a. Murray State College, as a public institution, will share information as allowable by law with government agencies and public record requests.
- b. Except as required by law, neither party shall disclose the terms of this Agreement.
- c. Parties will comply with all applicable privacy laws and each other's policies, procedures and standards with respect to privacy matters. Neither will disclose nor reveal any confidential information to any third party without the express prior written consent.
- d. Information about the College's students can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974, 20 U.S.C 1232(g) ("FERPA"). Parties agree to protect these records in accordance with FERPA and all applicable policies and procedures. To the extent permitted by law, nothing contained in this Agreement precludes either party



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from releasing such information to the other so that each can perform its respective responsibilities under this Agreement.

6. Term and Termination

- a. Agreement begins on the date of the final required signature for a maximum of four (4) years after which a new Agreement is required.
- b. Either party may terminate the Agreement by providing ninety (90) days' written notice. Such termination will not affect current students.
- c. If, through any cause, Veterinary Clinic fails to fulfill its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, College may notify Veterinary Clinic, in writing, of notice to end the clinical experience (or any portion) until issue is resolved. College may also terminate the Agreement in full. College has the right to immediately terminate this Agreement if Veterinary Clinic fails to correct deficiency with time specified.

7. MISCELLANEOUS

- a. Neither party has the power or authority to pledge or bind the other in any manner for any purpose to any third party. The parties agree that the laws of the State of Oklahoma and the laws, rules, and regulations of the College govern this Agreement. In the event of litigation regarding this Agreement, parties agree that jurisdiction and venue shall lie in Johnston County, in the state of Oklahoma.
- b. Parties bind themselves, their partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither shall assign, sublet nor transfer any interest in this Agreement without the written consent of the other.
- c. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior Agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. If any part of this Agreement is held to be invalid or unenforceable, or inoperable for any reason, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of this Agreement is reasonably capable of completion.
- d. Changes to this Agreement require written approval of both parties.
- e. The Veterinary Clinic agrees to pay the College all costs and expenses including reasonable attorney's fees incurred by exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- f. Neither party will use the other's name in any publicity or advertising material without prior written consent of the other.
- g. Parties acknowledge that unpaid students are not employees and are not entitled to any wages or monetary compensation during the clinical experiences.



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8. Notices

- a. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and sent by certified mail, return receipt requested, postage prepaid, as follows:
- To Facility at:
Facility Name and Address
Attn: practice owner or practice manager
Email Address
Facility phone number
 - To Murray State College at:
Murray State College
Laura Sandmann, BS, RVT, Veterinary Nursing
Program Chair One Murray Campus
Tishomingo, OK 73460

Signatures

The parties authorized signatures have duly executed this Agreement as of the last date of signature.

Printed Name of Practice Owner or Practice Manager

Date

Signature of Practice Owner or Practice Manager

Date

Title of Signer (Ex. DVM, RVT, CVT, LVT, Practice Manager, etc.)

Date

Signer Email Address

Date

Signer Phone Number

Date

Laura Pearce-Sandmann, BS, RVT

Date

Murray State College

Veterinary Nursing Program Chair, Assistant Professor