

**UNIVERSITY OF SOUTH CAROLINA
ARNOLD SCHOOL OF PUBLIC HEALTH**

**MEMORANDUM OF AGREEMENT
STUDENT PRACTICE AND PLACEMENT**

This Agreement is entered into by and between the University of South Carolina, Arnold School of Public Health, a public body, corporate and politic of the State of South Carolina, with offices at 915 Greene Street, Discovery I Building, Suite 502, Columbia, SC 29208, hereinafter “University”, and _____, a(n) _____ with principal offices at _____, hereinafter “Facility”.

WHEREAS, as part of its ongoing instruction and preparation of its students, the University seeks relevant, supervised experiences in a practice setting for its Undergraduate and Master of Public Health, Master of Health Administration and Public Health Doctoral students who are in good academic standing in the Arnold School of Public Health at the University South Carolina (“College”), and

WHEREAS, University represents that it is a fully accredited school of public health in good standing with the Council on Education for Public Health, and

WHEREAS, the Facility is willing and able to provide a practice setting, supervised experience, and related educational facilities for University’s students (“Placement”).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the University and the Facility agree as follows:

1. Effective Date and Renewal

This Agreement shall become effective on _____, or from the date of execution of this Agreement, whichever is later, and continue for one year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated earlier by either party as provided herein.

2. Placement of Students

- 2.1 Facility and College shall agree upon the details of each Placement made under this Agreement in a separate program addendum in the form attached hereto as Exhibit A.
- 2.2 Should any situation arise which may threaten a student’s successful completion of the Placement, Facility and College will attempt to discuss and reach mutual agreement with the student regarding options for completing, rescheduling, or canceling the Placement.
- 2.3 College or Facility may immediately remove any student whose conduct is contrary to Facility’s standards of conduct as set forth in its policies and procedures or who is deemed to be unsafe to Facility’s clients, patients, employees, or others. The party taking the action to remove a student shall notify the other party as soon as possible but in no event more than 48 hours after taking such action. Facility reserves the right to prohibit the return of any such student unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the College.

3. College Responsibilities

- 3.1 College shall provide the basic preparation of the students through classroom instruction and practice and shall provide the educational direction for the Placement. College

shall designate a faculty or staff member as a liaison to the Facility to provide consultation regarding the student Placement and supervision.

- 3.2 Upon request, the College shall provide evidence of workers' compensation and appropriate general liability insurance coverage for students participating in a practicum. If the student participating in the practicum is paid by the Facility, the Facility (employer) shall provide workers' compensation insurance, and appropriate liability insurance coverage.
- 3.3. College shall take all reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:
 - a. Student shall adhere to all policies, procedures, and standards established by the Facility, and shall do so under the specific instruction of supervisory staff of the Facility.
 - b. Student shall be responsible for his or her own transportation.
 - c. Student shall provide proof to the Facility of necessary immunization requirements, background check (if required) and any additional documentation the Facility requests. The student is responsible for all costs associated with the Placement unless otherwise stated in a formal amendment.
 - d. Student shall be responsible for adhering to established schedules and notifying Facility and College of any absences or necessary schedule changes.
 - e. Student shall obtain prior written approval of Facility and College before publishing any material relative to the Placement.
 - f. Student shall adhere to Facility's policies and regulations.

4. Facility Responsibilities

- 4.1 Unless otherwise agreed by Facility and College, Facility shall assume responsibility for providing supervision of student(s) and cooperate in providing systematic written review of the student performance in the Placement. Facility and College shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. The Facility shall provide meaningful and appropriate learning experiences to student to achieve the College's educational objectives for the Placement. The Facility shall provide access to records, appropriate space, and other Facility resources as may be required.
- 4.2 Facility shall provide the same services and procedures to students participating in a Placement as would be made available to Facility's own staff in the event that student suffers an accident or injury in the course of activities related to the Placement. The person to whom such emergency services are rendered shall be financially responsible, through a combination of their own resources, and/or student's health/medical insurance, for all costs associated with this care.
- 4.3 A student is not an employee of the Facility under the terms of this Agreement and may not undertake any of the responsibilities or act in place of Facility's qualified staff; provided, however, that after demonstrating proficiency, a student may be permitted to undertake certain defined activities with appropriate supervision and direction provided by Facility's staff.

5. Liability

Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

6. Termination

- 6.1 Either party shall provide notice to the other of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term.
- 6.2 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.
- 6.3 Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing pursuant to the provisions of Paragraph 8. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.
- 6.4 Notwithstanding the foregoing paragraphs, student(s) placed at Facility at the time notice of termination or non-renewal is given shall be allowed to complete the current placement.

7. Notices

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to the Facility shall be sent to:

Attention:
Phone:
Email address:

Notices to the University shall be sent to:

University of South Carolina
Arnold School of Public Health
Discovery I Building
915 Greene Street – Suite 514
Columbia SC, 29201
Attention: Zach Jenkins
Phone: 1-803-777-4788
Email address: JENKI275@mailbox.sc.edu

8. General Provisions

- 8.1 University and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Facility shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, genetics or veteran status.
- 8.2 Neither party shall use the name of the other in any written material, including but not limited to brochures, letters, web pages, and circulars, without the prior written consent of the other,

but with the exception of listings of facilities as may be required by University's accrediting agencies.

- 8.3 This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Both parties agree that jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the South Carolina Court of Common Pleas for Richland County, South Carolina.
- 8.4 Information provided by either party to the other shall be treated as confidential, unless disclosure is required by law, to include court orders and lawfully issued subpoenas.
- 8.5 University and Facility acknowledge that certain information about University's students is contained in records maintained by University and/or Facility and that this information is confidential by reason of University policy and the Family Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S. C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 8.6 If the Placement involves activities or experiences that require compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA Privacy Regulations, the Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.
- 8.7 Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 8.8 The relationship of each party to the other under this Agreement shall be that of independent contractor. While engaged in educational activities related to the Placement, student(s) shall not be considered an agent or employee of the Facility.
- 8.9 Facility affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Facility's family, business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this Agreement, the Facility will inform the University of any potential conflict of interest which may arise as a result of such change.
- 8.10 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- 8.11 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms. All commitments by the University under this Agreement are subject to applicable federal and state constitutional and statutory limitations and restrictions.
- 8.12 In the event of any litigation arising in connection with this Agreement, University and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- 8.13 This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

8.14 This Agreement, attachments, exhibits and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Facility or the University unless reduced to writing and duly executed by both parties.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by both parties. The persons signing this Agreement represent that they have authority to bind their respective parties.

**University of South Carolina
Arnold School of Public Health
Public Health Practice and Workforce
Development**

Facility

By: _____
Dr. Myriam Torres Assistant Dean of
Public Health Practice

Name: _____
Typed or print name

Signature: _____

Date: _____

Title: _____

Date: _____

By: _____
J. Cantey Heath Jr.
Secretary
Board of Trustees

Date: _____