

## UNIVERSITY OF WYOMING COOPERATIVE EDUCATION AGREEMENT

This Agreement is entered into as of the last date of the signatures affixed hereto by and between the University of Wyoming, Fay W. Whitney School of Nursing, College of Health Sciences (hereinafter "University") located in Laramie, Wyoming 82071, and Laramie County Sheriff's Office, (hereinafter "Contractor"), located in Cheyenne WY 82070.

*Whereas*, the parties agree that it is of mutual interest and advantage for selected students of the University to be provided quality clinical education experiences at Contractor's facilities and Contractor desires to participate in the provision of such quality education.

*Now, therefore*, the Contractor and the University desire to enter into this Agreement for the purpose of defining their respective rights and obligations regarding clinical experiences at the Contractor's facilities.

### **A. Term and Termination**

1. This Agreement shall commence upon the last date of the signatures affixed hereto and shall remain in full force and effect until 05/30/2030.
2. This Agreement may be terminated by either party with thirty (30) days written notice to the other, provided that students already present at the facility are given the opportunity to complete their cooperative education experience as offered at the time of their entry in accordance with this Agreement.

### **B. University Responsibilities**

1. University shall require all students to pass a background check prior to final admission into the program. The background check will include but is not limited to the following elements: social security number verification; seven year, multi-county or statewide felony and related Misdemeanor Criminal Record search; Violent Sexual Offender and Predatory Register search; and HHS/OIG List of Excluded Individuals/ Entities- GSA List of Parties Excluded from Federal Programs.
2. University shall have sole responsibility for maintaining program accreditation with the appropriate state and national organizations, and for developing and maintaining all educational objectives, standards, evaluation methods of its students and all other matters pertaining to the education requirements of the Program.
3. University shall maintain all educational progress records pertaining to its students and will be responsible for the determination and reporting of a student's final grade.

### **C. Contractor Responsibilities**

1. Contractor shall maintain ultimate responsibility for client or patient care and treatment and shall be responsible for informing the client or patient of the proposed student's involvement in their care. The University recognizes and respects the clients' or patients' rights to consent or to refuse consent to the students' participation in their care and treatment. The Contractor will have full administrative and professional supervision of the students while they are participating in the field practicum program. Except as otherwise relevant and appropriate to the education experience of the Program, Contractor will not use students to perform services in lieu of staff. All services rendered by students must have educational value and meet the goals of the clinical education program.
2. Contractor shall provide University's students and employees access to all necessary facilities to fulfill the purposes of this Agreement.
3. Contractor has the right to immediately terminate the use of any of its facilities, equipment or supplies by any student where flagrant or repeated violations of University and/or Contractor rules, regulations, procedures and policies occur. Such action will not normally be taken until the grievance against the student has been discussed with an appropriate University representative. However, Contractor reserves the right to take immediate action when necessary to maintain operation of its facilities free from disruption. Contractor can also require that students whose presence is a detriment to a patient's, client's or patron's well-being leave the premises immediately. Contractor will promptly notify University personnel if such a decision is made.
4. Contractor shall permit University's student and employees in this program to use its client care, record and data facilities for clinical education, provided that such use shall not conflict with or violate any rules, regulations, or policies of the Contractor.
5. If required by Contractor, the student will sign a statement of confidentiality or other required student agreement prior to participation in Contractor's program.
6. Contractor will provide orientation and training for assigned students including information regarding physical facilities, policies, procedures and other applicable requirements. Students will be advised of their responsibility for complying with all rules and policies of Contractor.

### **D. Mutual Responsibilities**

1. Contractor shall provide University with all applicable policies and regulations that it deems necessary and for which it requires compliance by University's students and employees. University and its students shall abide by the bylaws, policies, rules and regulations of Contractor, and shall perform according to the legal and ethical standards of their respective professions.

- 2 University employees and students are not entitled to compensation from Contractor in connection with any service or actions performed that are related to accomplishing the goals of University educational program which may incidentally benefit Contractor; nor is Contractor or its employees entitled to compensation from University for services or actions which benefit and/or are related to the goals of the educational program.
- 3 Both parties agree to notify the other party when an incident is reported that involves University employees or students, and University and Contractor agree to cooperate with each other during the investigation.
- 4 The terms of this agreement are intended to be in compliance with all federal, state, and local statutes, regulations and ordinances applicable on the Effective Date of the Agreement. In the event of a conflict between terms and conditions of this Agreement and any applicable state or federal laws, the state or federal law will supersede the terms of this Agreement.
- 5 Students participating in clinical training pursuant to this Agreement are members of the Contractor's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the Contractor and, as stated in paragraph F(2), below, does not establish an employment relationship.
- 6 Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the education records maintained by the other party in properly administering their duties and obligations to the student(s) under this Agreement.
- 7 University and Contractor affirm that they have an Exposure Plan Protocol which meets OSHA requirements for infection control program. Student will provide upon request documentation of MMR, Hepatitis B vaccine series (or a signed declaration statement) and PPD (or if known converter, initial chest x-ray results and annual TB update documentation thereafter from healthcare provider); varicella; and adult Td (tetanus/diphtheria) booster.

**E. Insurance and Indemnification**

1. University shall maintain workers' compensation and unemployment insurance for University employees. University students shall not be covered under workers' compensation insurance unless required by state law. Contractor will notify University of any such requirement to cover students. If the state law allows coverage under University's insurance, University will provide such coverage. If the state law requires

the students be placed on Contractor's insurance, Contractor will notify University prior to adding University's students to Contractor's Workers' Compensation or Unemployment Compensation Insurance including the cost to University for such mandated coverage.

2. Contractor shall maintain liability insurance covering the actions of Contractor and its employees and agents in performing actions related to the Program. Coverage amounts for liability insurance will be in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. A certificate of insurance shall be provided to the University ten days prior to placement.
3. Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
4. University shall maintain general liability insurance in the amount of its statutory limits or, where such statutory limits do not apply, with minimum limits of one million dollars (\$1,000,000.00) per occurrence, three million dollars (\$3,000,000.00) aggregate covering the acts of employees acting within the scope of their duties and students acting within the scope of their educational program other than while performing medical services. The University will maintain medical/professional liability insurance or equivalent self-insurance under the State of Wyoming Self-Insured Program for the acts of employees and its students performing medical services within the scope of their duties or educational program. Upon execution of this Agreement and upon Contractor's request, University shall provide to Contractor a certificate of insurance evidencing such coverage. Notwithstanding the foregoing, this provision shall not be considered a waiver of the University's right to assert the defense of governmental immunity under the applicable state law.
5. This agreement shall terminate if the University or Contractor cannot maintain insurance coverage during the term of this agreement.

**F. General Provisions**

1. Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
2. No student or employee of University shall be deemed an employee or agent of Contractor and no employee or agent of Contractor shall be deemed an employee or agent of University, except as outlined in paragraph D(5) above.


3. All working details for this Cooperative Education Agreement may be covered in a memorandum between the parties when necessary and shall be incorporated herein as an Attachment to the Agreement.
4. This Agreement may not be assigned by either party hereto without the express written consent of the other party.
5. The terms and conditions of this Agreement shall supersede those of any and all prior Agreements, oral or written.
6. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
7. The Parties do not waive their respective Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this Agreement. Further, the Parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, related to this Agreement.
8. Any actions or claims against either Party under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
9. The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. This provision is not intended nor shall it be construed to waive any of the parties' governmental immunity as provided in this Agreement.
10. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action Employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any other applicable protected category or participation in any protected activity.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

UNIVERSITY OF WYOMING  
COOPERATIVE EDUCATION AGREEMENT

Signature Page

LARAMIE COUNTY, WYOMING

By:  Date 8/19/25

UNIVERSITY OF WYOMING

Signed by:  
By: Patrick Hardigan Date 8/1/2025

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 8/18/25  
Laramie County Attorney's Office