

# **FOOD SERVICE SYSTEMS MANAGEMENT EDUCATION AGREEMENT**

## **BETWEEN**

**University of Kentucky, College of Agriculture, School of Human Environmental Sciences,  
Department of Dietetics and Human Nutrition**

## **AND**

**Jefferson County Public Schools**

This Food Service Systems Management Education Agreement is made the 31<sup>st</sup> day of December 2012, between the University of Kentucky, College of Agriculture, School of Human Environmental Sciences, Department of Dietetics and Human Nutrition (the "School") and Jefferson County Public Schools (the "Facility").

## **BACKGROUND**

- A. The Facility is a healthcare corporation which provides, either directly or through its hospitals and other health care facilities, medical services to individuals in need of care and is committed to participating in the education of persons seeking to enter the health care professions; and
- B. The School has a curriculum leading to a Bachelors degree in Dietetics.
- C. The clinical education and experience is a required and integral component of the curriculum.
- D. The School desires the assistance of the Facility in developing and implementing the clinical education phase of its Dietetic Internship Supervised Practice curriculum known as clinical education.
- E. The Facility recognizes its professional responsibility to provide clinical education experiences for Dietetic students, and
- F. The Facility wishes to assist the School in developing and implementing the clinical education experience for the School's Dietetic Internship and Coordinated Program Supervised Practice students.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the School and the Facility agree as follows:

1. Mutual Responsibilities of the School and the Facility

- 1.1 The School and the Facility will establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.
- 1.2 The School and the Facility will determine the number of students to be assigned to the Facility and required to achieve the established educational objectives.
- 1.3 In accordance with applicable law, the School and the Facility will not discriminate against any of the School's student because of age, race, color, religion, sex, handicap status, veteran status, or national origin.

2. Responsibilities of School

- 2.1 The School will assume overall responsibility for developing and implementing the educational program in Dietetic Internship and Coordinated Program Supervised Practice.
- 2.2 The School will refer to the Facility only those students who are enrolled in the School's Dietetic Internship and Coordinated Program Supervised Practice curriculum and who have satisfactorily completed the academic prerequisites for clinical education experience.
- 2.3 The School will designate a person or persons to direct the clinical education programs at Facility and to act as liaison for the School, the Facility, and the student(s).
- 2.4 The School will be responsible for the determination of a student's final grade for clinical education experience(s).
- 2.5 The School will notify the Facility of its planned schedule of student assignment(s), including the dates of clinical experience(s), the name(s) of the students, and the level of academic and pre-clinical preparation of each student.
- 2.6 The School will provide the Facility with educational objectives and evaluation forms for each clinical education assignment.
- 2.7 The School will maintain communication with the Facility on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site visits to the Facility, workshops, meetings, and the provision of educational materials relevant to the clinical education program.

- 2.8 The School will advise students assigned to the Facility of their responsibility for complying with: (i) the standards of the Joint Commission on Accreditation of Healthcare Organizations; (ii) all applicable federal, state and Commonwealth laws, regulations, and rules; (iii) the administrative and ethical policies of Facility and the Bylaws, Rules and Regulations of Facility's medical staff, all as may be amended from time to time. and will ensure that each such student has agreed in writing, prior to commencing his/her educational experience at the Facility under this Agreement, to be individually bound by all applicable terms of this Agreement, including the responsibility for complying with any physical examination requirements of the Facility and all applicable laws.
- 2.9 The School will maintain professional liability insurance for each student assigned to the Facility, with a limit of \$1, 650,000 per claim or occurrence and \$3,000,000 annual aggregate and will provide the certificate evidencing same prior to the initiation of the internship.
- 2.10 The School reserves the right to terminate a clinical education assignment if the School determines that conditions at the Facility are detrimental to student learning.
- 2.11 The School will enforce a request from the Facility to immediately withdraw from the clinical education program any student whom the Facility in its sole discretion requests be withdrawn for any reason, including, without limitations, any student whose performance is detrimental to patient well-being or to the achievement of the stated objectives of the clinical education assignment.
- 2.12 The School will provide Facility with evidence that each student assigned to Facility meets Facility policy regarding fire safety and blood-borne pathogen training.
- 2.13 The School certifies that its ability to provide services in any state, commonwealth or other jurisdiction has never been revoked, limited, suspended or otherwise restricted in any manner. The School further certifies that it, and its employees, students, independent contractors or other agents, who will perform services in the Facility pursuant to this Agreement are not currently and have never been suspended from participation in or subjected to any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare or any other federal or state health insurance program.
- 2.15 To the extent permitted by Kentucky law, the School agrees to indemnify, defend and hold harmless the Facility (and its parents, officers, directors, members, stockholders, subsidiaries, affiliates, and agents) from and against any liability, claim, action, loss, cost, damage or expense incurred or suffered by the Facility, directly or indirectly, arising out of a breach of this Agreement or the acts or omissions of the School arising under or relating to this Agreement, including but



not limited to acts or omissions of School arising under or related to: (i) any inappropriate release or misuse of Facility's Information by the School, its students, employees, agents or subcontractors; (ii) any breach of the confidentiality provisions contained in this Agreement by the School, its students, employees, agents or subcontractors; or (iii) any violation by the School, its students, employees, agents or subcontractors of any state or federal law or regulation governing the protection of protected health information.

- 2.16 The School agrees that students and any faculty members placed at the Facility shall furnish proof of immunity against communicable diseases, including Rubella, Rubeola and Varicella Zoster. Each student and faculty shall have passed a full examination of a scope and within time periods acceptable to Facility, and each student and faculty at the time of said physical shall have had a current TB skin test performed with Purified Protein Derivative, however, if the person has not been TB tested within the previous 12 months, then the 2 step TB test must be used. Faculty and students with potential for blood and body fluid exposure will be required to furnish evidence of HBV vaccination or evidence they have been offered the HBV vaccination by their educational institution and have declined. The School also agrees that student and faculty members placed at the Facility have no disability which even after being accommodated, at the sole expense of the School, would prevent them from fulfilling their essential duties during the clinical placement.
- 2.17 The School will have in place an exposure plan to implement in case of an accidental exposure to disease. The School will educate its students and faculty about the exposure plan. The School will also be responsible for educating its students and faculty about Universal Precautions and the importance of utilizing Universal Precautions while treating patients.

3. Responsibilities of the Facility

- 3.1 The Facility will have ultimate responsibility for patient care at the Facility and will comply with the laws and regulations governing the practice of Dietetic Internship and Coordinated Program Supervised Practice.
- 3.2 The Facility will provide qualified staff, patients, physical facilities, clinical equipment and materials in accordance with clinical education objectives as agreed upon by the Facility and the University.
- 3.3 The Facility will provide each assigned student with a planned, supervised program of clinical experience.
- 3.4 The Facility will provide each assigned student with an orientation to the Facility, including a copy of pertinent rules and regulations of the Facility.

- 3.5 The Facility will designate one person to serve as coordinator of clinical education for the Facility and to act as liaison with the School.
- 3.6 The Facility will evaluate the performance of the assigned student(s) in writing, using forms provided or approved by the School. Evaluation materials will be forwarded or delivered to the School within two weeks of the conclusion of the clinical education assignment at the Facility, or as soon as reasonably practical.
- 3.7 The Facility will advise the School at the earliest reasonable time of any changes in its operation, policies, or personnel which may affect clinical education.
- 3.8 The Facility will advise the School at the earliest reasonable time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student the Facility, and the School to devise a plan by which the student may be assisted towards achieving the stated objectives of the clinical education program.
- 3.9 The Facility will provide the School with information regarding the availability of first aid and emergency care for students while on clinical education assignment on the property of the Facility. If the Facility provides first aid and/or emergency care to an assigned student, the Facility may charge the School reasonable fees for such services.
- 3.10 To the extent permitted by Kentucky law, the Facility agrees to indemnify and hold harmless the School, its agents and employees, from any liability for injuries or death to others and damaged property caused by Facility arising out of this Agreement or during the clinical education experience.

4. Responsibilities of the Student.

School agrees to ensure that each Student assigned to Facility comply with the provisions of this section.

- 4.1 The student is required to comply with all applicable policies, procedures and rules of the Facility, the School, the Facility's Code of Ethics and Code of Conduct and all applicable laws and regulations.
- 4.2 The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment.
- 4.3 The student is responsible for demonstrating professional behavior appropriate to the environment of the Facility, including protecting the confidentiality of patient information and maintaining high standards of patient care.

- 4.4 The student is required to provide proof of testing for tuberculosis within 12 months of initiation of clinical education and furnish evidence of good health if requested by the Facility, consistent with applicable law.
- 4.5 The student is required to obtain prior written approval of the Facility before publishing any material relating to the clinical education experience.
- 4.6 Each student agrees to release the Facility, its agents and employees, from any liability for any injury, death or damages to others and damages to property caused by student arising out of this Agreement or the student's acts or omissions during the clinical education experience or Facility's acts or omissions under this Agreement.
- 4.7 The Facility will ensure that each Student executes the Student Agreement contained in Attachment A to this Agreement.

5. Independent Contractor Status.

5.1 The parties acknowledge that the School and the students are independent contractors of Facility. In no event will the School or any of the students be deemed a joint venturer, partner, employee, or agent of the Facility by virtue of this Agreement. Facility has no control over the manner or method by which the School meets its obligations under this Agreement; provided, that the School's Services will be performed in a competent and efficient manner in accordance with current professional standards and also that is in compliance with the policies of the various Church, governmental, and private organizations listed in Section 2.8. The Facility will not withhold any sums for income tax, Social Security, unemployment insurance, or any other employee withholding, nor will Facility offer the School or the students any employee benefits including, without limitation, pension benefits, worker's compensation coverage, and death and disability insurance. The School will be responsible for all employment related withholdings and benefits.

5.2 In the event the Internal Revenue Service ("IRS") or any other governmental agency shall, at any time, question or challenge the independent contractor status of the School, its students, employees or agents, the Facility and the School, upon receipt by either one of them of notice from the IRS or any other governmental agency, shall promptly notify the other party. The provisions of this Section 12.2 shall apply only to issues arising from the independent contractor relationship described herein and not to any other tax matter involving either of the parties. In the event that the IRS issues a final determination that the School, its students, employees or agents, as to Facility, do not have independent contractor status, the Facility shall have the right to terminate this Agreement in accordance with Section 7 herein.



6. Consideration.

6.1 There is no monetary consideration paid by either party to the other. Rather, the parties acknowledge that the program described in this Agreement is mutually beneficial and is the sole consideration.

6.2 The parties will cooperate in administering the program in a way to increase the benefits realized by both of them, so that the School can offer its students clinical education of high quality and Facility can have access to health care advances, can further the development of health care professions, and can recruit students for future employment.

7. Term. This Agreement shall become effective immediately and shall remain in effect for one year unless otherwise sooner terminated as hereinafter provided. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms unless a party provides notice of termination or non-renewal at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that any student(s) currently assigned to the Facility at the time of notice of termination shall be given the opportunity to complete his/her or their clinical education assignment at the Facility, such completion not to exceed three (3) months.

8. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For School

Dr. Hazel Forsythe  
Department of Dietetics and Human Nutrition  
Dietetic Internship Supervised Practice  
University of Kentucky  
204 Funkhouser Dr.  
Lexington, Ky. 40506-0054

For the Facility:

Julia Bauscher  
Jefferson County Public Schools  
P.O. Box 34020,  
Louisville, Kentucky 40232-4020

9. Confidentiality Obligations.

9.1 Obligations of School.

The School will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Facility. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, utilizing patient confidentiality policies and procedures of the Facility. The School shall ensure that each student of Faculty Member abides by the Facility's policies regarding Confidentiality and the use of computer systems. The School agrees to educating students on HIPPA before they are assigned to the facility. The parties will comply with the Privacy Standards of the Health Insurance Portability and Accountability Act.

9.2 Obligations of Facility.

The Facility agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by the School or as required by law, any trade secrets, confidential technology, proprietary information or any other matter or thing learned or acquired by the School through its association with the School that is not otherwise available to the public. The Facility shall ensure that any student, employee, subcontractor or agent to whom the Facility may disclose any Confidential information of the School is bound by the confidentiality terms and conditions of this Agreement. The Facility further agrees that, upon termination of this Agreement for any reason, it will neither take nor retain, without prior written authorization from the School and except to the extent such information has been incorporated into records of the Facility as required by law or standard business practices, any papers, fee schedules, files or other documents, or copies thereof, or other confidential information of any kind belonging to the School. In the event of a disclosure required by law, the Facility will provide School with at least two business days' written notice prior to any such disclosure. The Facility shall notify the School within two business days in writing of any use or disclosure of the School's Information outside the purposes of this Agreement of which Facility becomes aware.

9.3 Breach of Confidentiality.

9.3.1 Right to Terminate. Either party shall be entitled to terminate this Agreement upon seven (7) days' written notice after learning that the other party has breached the provisions of this Section.

9.3.2 Injunctive Relief. The parties acknowledge that the provisions of this Section are of particular importance for the protection and promotion of the party's existing and future interests, and that in the event of any breach of this Section, a claim for monetary damages may not constitute an adequate remedy. The parties therefore agree that in the event of a breach or threatened breach of



this Section, either party may apply to any court of competent jurisdiction for injunctive or other relief, and the other party will not object to the form of the action or to the form of relief sought in any such action.

9.4 Survival. The provisions of this Confidentiality Section will survive the termination or expiration of this Agreement.

10. Ownership of Intellectual Property. All reports and other data (including without limitation, written, printed, graphic, video and audio material contained in any computer data base or computer readable form) (hereinafter "Works of Authorship") developed during the term of this Agreement are the property of the Facility. Works of Authorship created during the term of this Agreement are "Works for Hire", as that term is defined in copyright law. Facility shall own all rights to any inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from any activities within the scope of this Agreement (hereinafter "Inventions"). The School shall (and cause its subcontractors and employees to) execute all documents, provide all information, and otherwise take all actions requested by the Facility, including, without limitation, assignments of rights the School may have in such works, to secure for the Facility the ownership rights and available legal protections for all Works of Authorship or Inventions.
11. Access to Books and Records. The School shall promptly submit such records as the Facility deems to be required by the Medicare, Medicaid, and other health insurance programs. In addition, the parties agree that if the agreement between them is subject to the Medicare statutes and regulations governing access to books and records of subcontractors, the School shall retain and, for four (4) years after services are furnished by the School, shall allow the authorized representatives of the Comptroller General, the Hospital, and the Department of Health and Human Services access to this Agreement and to such books, records, and other documents of School that are necessary to verify the nature and extent of the costs of such services. In the event the School receives a request for access, the School agrees to notify the Facility immediately and to consult with the Facility regarding what response will be made to the request. This access agreement shall be effective as of date specified on the last page of this Agreement and shall continue for four (4) years after services are terminated.
12. Entire Understanding. This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the School and the Facility.
13. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
14. Captions. The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

15. No Waiver. Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Kentucky
17. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

FACILITY (Jefferson County Public Schools)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHOOL (University of Kentucky, College of Agriculture, School of Human Environmental Sciences, Department of Dietetics and Human Nutrition)

By: Hazel Forsythe  
Name: Hazel Forsythe, PhD, RD, LD  
Title: Director Dietetic Internship

By: Elizabeth Combs MS, RD, LD  
Name: Elizabeth Combs, MS, RD, LD  
Title: Director Coordinated Program