

CLINICAL EDUCATION AGREEMENT  
BETWEEN  
UNIVERSITY OF KENTUCKY  
AND  
JEFFERSON COUNTY BOARD OF EDUCATION

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This clinical education agreement is between the UNIVERSITY OF KENTUCKY, COLLEGE OF AGRICULTURE, FOOD & ENVIRONMENT, SCHOOL OF HUMAN ENVIRONMENTAL SCIENCES, DEPARTMENT OF DIETETICS AND HUMAN NUTRITION, herein known as "SCHOOL," and "JEFFERSON COUNTY BOARD OF EDUCATION" herein known as "FACILITY" located in Louisville, Kentucky.

I. PURPOSE:

This agreement made and entered into this 14<sup>th</sup> day of January, 2014, is to establish an agreement between the above parties in regard to their cooperation in the implementation of educational experience opportunities for Dietetics and Human Nutrition students of The University of Kentucky. It defines the basis on which FACILITY will serve as a clinical practice area for the School of Human Environmental Sciences students and on which the SCHOOL will supervise Dietetics and Human Nutrition students assigned for experiences within said FACILITY. The scope of the agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

FACILITY agrees to utilization of all its facilities operated under the auspices of FACILITY and patients, and to provide staff supervision for student education as agreed herein.

II. SCHEDULE OF ACTIVITIES:

The scheduling of activities of students in Dietetics and Human Nutrition will be in accordance with the schedule of courses at the University and will be explored and planned with the appropriate personnel of FACILITY. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to FACILITY and the times of internship will be mutually agreed upon.

III. SCHOOL RESPONSIBILITIES:

The SCHOOL shall:

- A. Notify the FACILITY of its planned schedule of student assignments(s), including the dates of clinical experiences(s), the name(s) of the students, and the

level of academic and pre-clinical preparation of each student.

- B. Reserve the right to revoke any assignment, prior to the student entry into the clinical education program of the FACILITY.
- C. Send only such students as are, to the SCHOOL'S knowledge, in good health at the time for their clinical education.
- D. Forward to the FACILITY a summary of the student's training and experience which shall include at least information on the general and Dietetics and Human Nutrition education and experience.
- E. Withdraw a student from his/her assigned clinical education experience at the FACILITY at the request of the FACILITY. 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 requires be withdrawn for any reason, including, without limitations, any student whose performance is detrimental to facility students well-being or to the achievement of the stated objectives of the clinical education assignment.
- F. Provide a statement of philosophy and the objectives of curricular and clinical education.
- G. Consider suggestions from the FACILITY regarding curriculum improvement.
- H. Assign students subject to the availability of the FACILITY'S personnel for teaching and supervision.
- I. Maintain the privilege to visit the FACILITY before, after and/or during the clerkship and/or internship period.
- J. Provide the student education with regard to body fluid exposure and body substance isolation as required by OSHA and will provide the FACILITY with proof upon such request.
- K. 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.

IV. FACILITY RESPONSIBILITIES:

- A. FACILITY shall have ultimate responsibility for facility student care at the FACILITY and will comply with the laws and regulations governing student practice.
- B. FACILITY shall provide qualified staff, students, physical facilities, clinical equipment and materials in accordance with clinical education objectives as agreed upon by FACILITY and SCHOOL.
- C. FACILITY shall provide each assigned student with a planned, supervised program of clinical experience.
- D. Request the SCHOOL to withdraw a student from his/her assigned clinical education experience, when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to the FACILITY and/or patients.
- E. FACILITY shall designate one person to serve as coordinator of clinical education for the FACILITY and to act as liaison with SCHOOL.
- F. FACILITY shall evaluate the performance of the assigned student(s) in writing, using form provided or approved by 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 reasonable practical.
- G. FACILITY shall advise SCHOOL at its earliest reasonable time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, FACILITY, and SCHOOL to devise a plan by which the student may be assisted towards achieving the stated objectives of the clinical education program.
- H. Student's will provide his/her personal medical insurance.

V. STUDENT RESPONSIBILITIES:

The STUDENT shall:

- A. Be permitted all FACILITY holidays.
- B. Have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.
- C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as a result of illness or injury occasioned during his/her

period of clinical rotation at the FACILITY, acknowledging that since he/she is not an employee of the SCHOOL or the FACILITY, he/she is not protected by Workman's Compensation and neither the FACILITY nor the SCHOOL assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the SCHOOL or FACILITY or any of its agents.

- D. Complete health forms requested by the FACILITY.
- E. Be responsible for following the administrative policies of the FACILITY (including any FACILITY policies and procedures established to meet Joint Commission standards).
- F. Be responsible for providing the necessary and appropriate uniforms if required.
- G. Notify the FACILITY of his/her intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.
- H. Be subject to the rules and regulations of the FACILITY.
- I. Not be considered an employee of the FACILITY, but a student in the clinical education phase of his/her professional education.
- J. Provide valid photo I.D. and a copy of flu shot vaccination verification at FACILITY orientation.

#### VI. FINANCE:

There are no financial obligations for the function of training activities for either party while Dietetics and Human Nutrition students are assigned to FACILITY.

#### VII. EQUAL OPPORTUNITY:

The University of Kentucky is an equal opportunity employer and the other party to this agreement agrees not to discriminate in regard to race, color, creed, age, gender, national origin, religion, political belief, sexual orientation, marital status, handicap or disability.

#### VIII. LIABILITY:

The University of Kentucky, as an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the University of Kentucky, its agents, officers or employees. The University of Kentucky is self-insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty

based on health care services rendered or which should have been rendered by the University of Kentucky or its agents. Agents of the University of Kentucky include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, University of Kentucky maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

The SCHOOL will maintain professional liability insurance for each student assigned to the FACILITY, with a limit of no less than \$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.

IX. RISK MANAGEMENT:

The FACILITY administrator and SCHOOL's Office of Risk Management shall inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a SCHOOL student, or resident or faculty is involved with said facility students' care.

X. HEALTH REQUIREMENTS:

The University requires students to be in compliance with all current University of Kentucky immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to FACILITY.

XI. NOTICE:

Whenever any notice, demand or consent shall be delivered by mail, postage prepaid to the following addresses:

If to FACILITY: Julia O. Bauscher, SNS, R.D., L.D.  
Jefferson County School and Community Nutrition Service  
3001 Crittenden Drive  
Louisville, KY 40209

If to UNIVERSITY: Margo Weaver, Senior Paralegal  
University of Kentucky  
Office of Legal Counsel  
317 CTW Building  
900 S. Limestone Street  
Lexington, KY 40536-0200

with copy to: Dr. Hazel Forsythe, RD. CFCS  
Department of Dietetics and Human Nutrition  
Dietetic Internship Director  
University of Kentucky  
204 Funkhouser Dr.  
Lexington, KY 40506-0054

## XII. CORPORATE COMPLIANCE:

FACILITY affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b (f) or in any other state or federal government payment program. In the event that FACILITY is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, FACILITY will notify the University of Kentucky Chandler Medical Center, hereinafter "UKCMC", Office of Compliance, 2333 Alumni Park Plaza, Lexington, Kentucky 40507 in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky shall immediately terminate this Agreement upon written notice.

Additionally, FACILITY affirms that it is aware that UKCMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-line. FACILITY has been informed that a copy of the UKCMC compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/about/staff/corporate-compliance/Program-Manual.aspx> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should FACILITY be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. FACILITY recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing, or directly (859) 323-8002 any actions by an agent or employee of UKCMC which FACILITY believes, in good faith, violate an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

## XIII. PROTECTED HEALTH INFORMATION

Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges

and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

XIV. TERMS OF THE AGREEMENT:

This agreement shall be effective from the date of its execution and shall be reviewed annually by the Provost or designated reviewer, and FACILITY or designated reviewer. Subject to such revisions as are mutually agreeable at the time of annual review, submitted as written amendments to modify this agreement, the duration of the agreement shall be continuous. Either party may terminate the agreement at the end of any year (as measured from the date of execution) upon written notice at least three (3) months in advance.

XV. SIGNATURES:

The undersigned parties hereby warrant and represent that they are duly authorized to enter into such agreement for the above mentioned organizations.

In testimony whereof, Witness the duly authorized signatures of the parties hereto to the duplicate originals:

APPROVED FOR:

UNIVERSITY OF KENTUCKY

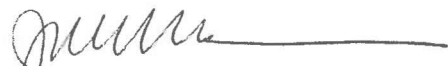
FACILITY: JEFFERSON COUNTY  
BOARD OF EDUCATION



Dr. Christine Riordan  
Provost

Donna M. Hargens, Ed.D.  
Superintendent

RECOMMENDED BY:



Julia O. Bauscher, SNS, R.D., L.D.