

UK Contract #:

CLINICAL EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
JEFFERSON COUNTY BOARD OF EDUCATION
DOING BUSINESS AS
JEFFERSON COUNTY PUBLIC SCHOOLS

This agreement between the University of Kentucky, hereinafter known as "UNIVERSITY", and JEFFERSON COUNTY BOARD OF EDUCATION, doing business as JEFFERSON COUNTY PUBLIC SCHOOLS, hereinafter known as "AFFILIATE", located at 3332 Newburg Road, Louisville, KY 40218, regarding an affiliation for cooperative pursuit of their respective goals, is entered into this 24th day of January, 2018.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students in various fields of healthcare related studies. It defines the basis on which AFFILIATE will supervise students assigned for experiences within said AFFILIATE. The scope of this agreement is focused on the general activities planned and the assignment of responsibility between the parties.

II. UNIVERSITY DIVISIONS

UNIVERSITY is divided into several Colleges, Departments and Divisions comprised of students pursuing degrees in various fields of study. Prior to a student from one of UNIVERSITY's divisions accepting a rotation at AFFILIATE or any of its facilities, the parties hereto shall execute an addendum to this agreement setting forth any additional terms that may be required either by the division or its accrediting organization.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the AFFILIATE will be explored and planned with the appropriate personnel of the AFFILIATE. 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 AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of the AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular and clinical education.
- D. Assign only such students as are, to the extent of the UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign students subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the clinical education program at AFFILIATE.
- I. Withdraw any student from the clinical experience at the request of the AFFILIATE if the student's performance is unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.
- B. Provide clinical education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic and clinical level of assigned students.
- C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.
- D. Request the UNIVERSITY to withdraw the student from the assigned clinical education experience, when his/her conduct or performance is deemed unsatisfactory. Said request shall be provided to the UNIVERSITY in writing.
- E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.
- F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

- A. Be permitted AFFILIATE holidays.
- B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.
- C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.
- D. Complete health forms requested by the AFFILIATE.
- E. Be responsible for following administrative policies of the AFFILIATE.
- F. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.
- G. Be responsible for his/her own housing during clinical education assignments.
- H. Be subject to the rules and regulations of the AFFILIATE.

I. Not be considered an employee of the AFFILIATE, but a student in the clinical education phase of his/her professional education.

VII. STUDENT MEDICAL TREATMENT

In the event that a student is exposed to infectious or environmental hazards, the student will be seen in the AFFILIATE emergency department or employee health department, if any, where the student will be evaluated and initial treatment will be started as appropriate. The student and/or department must notify Student Services at the UNIVERSITY in order to arrange subsequent management of the exposure. Initial medical care costs will be provided by the AFFILIATE. Any follow-up care and costs will be provided by the UNIVERSITY or student insurance.

VIII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

IX. EQUAL OPPORTUNITY

The University of Kentucky is committed to a policy of providing equal opportunities for all persons in recruitment, appointment, promotion, payment, training and other employment and education practices without regard for economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status or age. The University does not discriminate on the basis of uniform service, veteran status, or physical or mental disability when an individual otherwise meets the minimum qualifications for application or participation.

X. LIABILITY

The UNIVERSITY is 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 School, its agents, officers or employees. The UNIVERSITY 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 or its agents. Agents of the UNIVERSITY 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 maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

AFFILIATE shall maintain medical liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the UNIVERSITY. AFFILIATE shall promptly, following request by the UNIVERSITY from time to time, provide evidence of such insurance acceptable to the UNIVERSITY.

XI. RISK MANAGEMENT

AFFILIATE's administrator and UNIVERSITY's Office of Risk Management will 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 UNIVERSITY student, resident, or faculty member is involved with said patient's care.

XII. CORPORATE COMPLIANCE

AFFILIATE 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 AFFILIATE is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, AFFILIATE will notify the University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, the UNIVERSITY, shall immediately terminate this Agreement upon written notice.

Additionally, AFFILIATE affirms that it is aware that UNIVERSITY 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. AFFILIATE has been informed that a copy of the compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/staff/compliance/manual> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should AFFILIATE be found to have violated the UNIVERSITY's compliance plan, UNIVERSITY can, at its sole discretion, terminate this Agreement upon written notice. AFFILIATE recognizes that it is under an affirmative obligation to immediately report to UNIVERSITY'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 UNIVERSITY which AFFILIATE believes, in good faith, violates 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 credibly 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 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. HEALTH REQUIREMENTS

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

XIV. PERSONAL INFORMATION SECURITY

To the extent AFFILIATE receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of AFFILIATE or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and AFFILIATE abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

XV. NOTICE

Whenever any notice, demand or consent is required by the terms of this agreement, it shall be delivered by mail, postage prepaid to the following addresses:

If to FACILITY:

Jefferson County Board of Education
d/b/a Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

If to UNIVERSITY:

Margo Weaver, Senior Paralegal
University of Kentucky Office of Legal Counsel
317 Charles T. Wethington Building
900 South Limestone
Lexington, KY 40536-0200

XVI. ELECTRONIC STORAGE AND SIGNATURES

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVII. HIPAA

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.

XVIII. NO AGREEMENT TO REFER

Notwithstanding anything contained herein to the contrary, the parties agree that neither party nor any other person has agreed to make any referral (and neither party nor any other person shall hereafter have any obligation to make any referral). Nor will either party or any other person receive or be entitled to receive any compensation from the other for any referral and the services provided shall at no time be subject to any unlawful agreement, whatsoever arising, express or implied, with respect to the referral of any patient or patients to any person or entity for the provision of health care services.

XIX. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XX. TERM OF THE AGREEMENT

A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Vice President for Clinical Academic Affairs or designated reviewer, and FACILITY's designated reviewer. The duration of the agreement shall be continuous.

B. This agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this agreement.

C. This agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their clinical program with AFFILIATE.

XXI. MISCELLANEOUS

A. This Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the FACILITY expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the FACILITY.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the FACILITY hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XXII. SIGNATURES

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

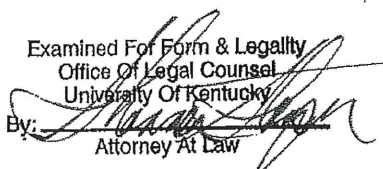
APPROVED FOR:

UNIVERSITY OF KENTUCKY

JEFFERSON COUNTY BOARD OF
EDUCATION, doing business as
JEFFERSON COUNTY PUBLIC
SCHOOLS



Robert S. DiPaola, MD
Vice President for Clinical Academic Affairs

Examined For Form & Legality
Office Of Legal Counsel
University Of Kentucky
By: 
Attorney At Law

COLLEGE OF NURSING ADDENDUM TO CLINICAL EDUCATION AGREEMENT
BETWEEN THE UNIVERSITY OF KENTUCKY
AND
JEFFERSON COUNTY PUBLIC SCHOOLS

This addendum supplements the Clinical Education Agreement, the AGREEMENT, between the University of Kentucky, the UNIVERSITY, and the JEFFERSON COUNTY BOARD OF EDUCATION, doing business as the JEFFERSON COUNTY PUBLIC SCHOOLS, AFFILIATE, dated January 24, 2018. It sets forth the terms and conditions upon which University of Kentucky, College of Nursing, hereinafter DIVISION, students may undertake clinical learning experiences at the facilities of AFFILIATE.

ADDITIONS TO THE AGREEMENT

The following terms are added to Section IV of the Agreement and pertain only to students of DIVISION:

A. DIVISION shall be responsible for supervision of student activities; the degree of supervision of student activities shall be more specifically set forth for individual courses which will be provided.

B. DIVISION shall coordinate student experience with appropriate organization activities to facilitate optimum patient care.

C. UNIVERSITY agrees that it will require all DIVISION nursing students performing services under this Agreement, to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. DIVISION nursing students convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to perform services under the Agreement:

- Any conviction for sex-related offenses;
- Any conviction for offenses against minors;
- Any conviction for felony offenses, except as provided below;
- Any conviction for deadly weapon-related offenses;
- Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
- Any conviction for violent, abusive, threatening or harassment related offenses;
- Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under the Agreement.

The following terms are added to Section V of the Agreement and pertain only to students of DIVISION:

D. AFFILIATE shall provide staff time for planning with UNIVERSITY faculty for suitable student experiences.

E. AFFILIATE shall retain its usual responsibilities relative to nursing care of patients.

F. AFFILIATE shall clearly define the roles of all preceptors at its facilities.

G. AFFILIATE acknowledges that DIVISION's program is accredited by the Commission on Collegiate Nursing Education (CCNE). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CCNE for DIVISION's program to maintain or renew its accreditation status with CCNE. AFFILIATE shall allow DIVISION faculty to evaluate preceptors in a clinical setting and to provide said evaluations to CCNE upon its request.

The following terms are added to Section VI of the Agreement and pertain only to students of DIVISION:

H. STUDENTS shall function under the supervision of a DIVISION faculty member. The degree of supervision shall be specifically set forth for individual courses.

I. STUDENTS shall report anticipated absences to DIVISION faculty and AFFILIATE the evening prior to the missed clinical experience.

The following terms are added to Section IX of the Agreement and pertain only to students of DIVISION:

J. UNIVERSITY agrees that no JCPS student shall be denied equal educational opportunities or nursing services because of his or her race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

The following terms are added to Section X of the Agreement and pertain only to students of DIVISION:

K. UNIVERSITY agrees that the medical liability insurance coverage required by Section X may be provided by AFFILIATE in whole or in part through AFFILIATE's currently existing self-insurance program.

The following terms are added to Section XIV of the Agreement and pertain only to students of DIVISION:

L. To the extent UNIVERSITY receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), UNIVERSITY shall secure and

protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as AFFILIATE's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying AFFILIATE of a security breach relating to Personal Information in the possession of UNIVERSITY or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and UNIVERSITY abides by the requirements set forth in that exception; (iv) cooperating with AFFILIATE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by UNIVERSITY; and (vi) at AFFILIATE's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

The following terms are added to Section XIX of the Agreement and pertain only to students of DIVISION:

M. UNIVERSITY shall maintain and protect the confidentiality of JCPS student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the AFFILIATE and those records generated by UNIVERSITY regarding JCPS students is confidential and shall be used only for the purposes stated in this Agreement. UNIVERSITY agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. UNIVERSITY shall notify the AFFILIATE in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the JCPS students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the AFFILIATE for a period of no less than five (5) years.

UNIVERSITY agrees to destroy the JCPS student information with permission of the AFFILIATE in a manner that completely protects the confidentiality of the JCPS student information or return the information to the AFFILIATE upon the expiration of this Agreement.

The following terms are added to Section XXI of the Agreement and pertain only to students of DIVISION:

N. The parties agree that the provision in the second sentence of Paragraph A of Section XXI shall apply only to legal actions brought on the basis of the Agreement by AFFILIATE against UNIVERSITY. The parties further agree that any legal action which is brought on the basis of the Agreement by UNIVERSITY against AFFILIATE shall be filed in the Jefferson Circuit Court.

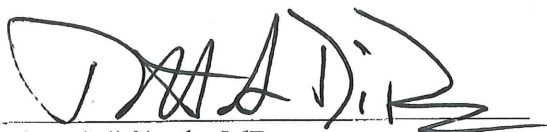
Except as modified by this Addendum, the Agreement shall continue in force and effect in accordance with its terms. In the event of a conflict between this Addendum and the Agreement, the provisions of this Addendum shall govern.

II. SIGNATURES

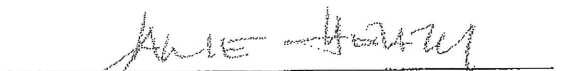
In Testimony whereof, witness the duly authorized signatures of the parties hereto to the duplicate originals.

UNIVERSITY OF KENTUCKY

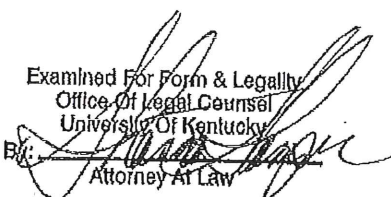
JEFFERSON COUNTY BOARD OF
EDUCATION DOING BUSINESS AS
JEFFERSON COUNTY PUBLIC SCHOOLS



Robert S. DiPaola, MD
Vice President of Clinical Academic Affairs


Janie Heath, PhD, APRN-BC, FAAN, FAANP
Dean, College of Nursing

61683805.1

Examined For Form & Legality
Office Of Legal Counsel
University Of Kentucky
By: 
Attorney At Law