



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

Memo

To: Jesse Bacon
From: Lesa Howell *LH*
Date: September 11, 2018
Re: U of L Speech-Language pathology

Attached for the Board's approval is an agreement for the University of Louisville Speech-Language Pathology department to provide hearing screenings to our elementary students. The student's professional liability certificate will be requested and on file prior to their service once it is determined who will be assisting our students. This affiliation agreement has been reviewed by Joe Mills. Pending U of L authorized signature on the agreement, we would like to begin using their valuable service.

If you have questions, please feel free to contact me.

B. Sutton

**MASTER CLINICAL EDUCATION AFFILIATION AGREEMENT
BETWEEN
BULLITT COUNTY PUBLIC SCHOOLS
AND
UNIVERSITY OF LOUISVILLE**

This Master Clinical Education Affiliation Agreement (the “Agreement”) is made and entered into by and between the University of Louisville, on behalf of its School of Medicine, Department of Otolaryngology, Head and Neck Surgery, and Communicative Disorders (the “University”) and Bullitt County Public Schools (the “Affiliate”).

I. PURPOSE:

The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide high-quality clinical learning experiences for medical students (the “Students”) in the University. It defines the basis on which the Affiliate will serve as a clinical practice coordinator for Students and on which the Affiliate will supervise Students for experiences within said Affiliate.

II. UNIVERSITY RESPONSIBILITIES:

1. The University will plan and determine the adequacy of the educational experience of the Students in background, skill, professional ethics, attitude, and behavior, and shall assign to Affiliate only those Students who have satisfactorily completed the prerequisite didactic portions of the University’s curriculum.

2. The University will retain ultimate responsibility for the education and assessment of its Students. The University shall designate a representative for this Agreement (the “University Representative”), who shall be responsible for the Students’ teaching and assessment provided pursuant to this Agreement.

3. The University shall advise Students regarding the confidentiality of patient/client records and patient/client information imparted during the clinical training experience. The University will also advise Students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. The University will require all Students to maintain health insurance and provide proof of health insurance to the University. The Affiliate may request from the Student proof of health insurance prior to the beginning of the clinical training experience.

5. The University will require Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the University. If applicable, the Affiliate shall notify Students of any requests for evidence of criminal background test or immunization. The University will inform Students of their

responsibility to provide evidence to the Affiliate of any required criminal background checks or immunizations, when requested. The Affiliate shall notify the University of its requirements of an acceptable criminal background check and required immunizations. The University will also inform Students that they may be required to undergo a drug test or other similar screening tests pursuant to the Affiliate's policies and practices, and that the cost of any such test will be paid by Students, if not Affiliate.

6. The University will advise Students that they are required to comply with Affiliate's rules, regulations, policies, and procedures.

7. If requested by the Affiliate, the University will provide instruction to the Affiliate's staff with respect to the University's expectations regarding assessment of Students.

8. The University will maintain continued professional liability coverage on Students with \$1,000,000/\$3,000,000 occurrence/aggregate liability limits. If requested by the Affiliate, the University shall provide a certificate of insurance demonstrating coverage for Students.

III. AFFILIATE RESPONSIBILITIES:

1. The Affiliate will provide Students, and to the extent necessary University faculty, with access to appropriate resources for medical student education including: a) access to patients at Affiliate's facilities in an appropriately supervised environment, in which Students can complete the University's curriculum; b) security badges or other means of secure access to patient care areas; c) access and required training for Students, or University faculty as the case may be, in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for Students', or University faculty as the case may be, personal items when at the Affiliate's facilities; and f) access to call rooms, if necessary.

2. The Affiliate will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Affiliate's facilities, Students will have the status of trainees, are not to replace Affiliate staff, and are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the clinical training experience. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to Students' level of training.

3. The Affiliate staff will, upon request, assist the University in the assessment of the learning and performance of Students by completing assessment forms provided by the University and returned to the University in a timely fashion.

4. The Affiliate will provide for the orientation of Students as to the Affiliate's rules, regulations, policies, and procedures.

5. The Affiliate agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Affiliate's facilities, the Affiliate,

upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Affiliate's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Affiliate does not have the resources to provide such emergency care, Affiliate will refer such student to the nearest emergency facility. Students shall bear financial responsibility for any charges generated.

6. To the extent the Affiliate generates or maintains educational records related to Students, the Affiliate agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of Students to the extent that access to the University's records is required by Affiliate to carry out the clinical training experience.

7. Upon request, the Affiliate will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The Affiliate will provide written notification to the University promptly if a claim arises involving Students.

9. The Affiliate will resolve any situation in favor of its patients' welfare and restrict Students to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The Affiliate will notify the University Representative in writing if such an action is required.

10. The Affiliate shall identify a site coordinator from among its medical staff who will communicate and cooperate with the University Representative to ensure faculty and Students' access to appropriate resources for the clinical training experience (the "Affiliate Representative").

IV. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between the University Representative and Affiliate Representative to resolve any problems or develop any improvements in the operation of the clinical training experience.

2. The University will provide qualified and competent Students in adequate number for the instruction, assessment, and supervision of Students. The Affiliate will provide qualified and competent staff members in adequate number for the instruction and supervision of Students.

3. The University and the Affiliate will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

4. The University, including its faculty, staff, and Students and Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with Students. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

5. Affiliate may immediately remove from the premises and retains the right to suspend or terminate any Students' participation at the Affiliate's facilities. The Affiliate will immediately notify the University Representative if such an action is required and the reasons for such action. The University may terminate a Students' participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The University will notify the Affiliate if such action is required.

V. FINANCE:

There are no financial obligations for the function of the clinical training experience described herein for either party.

VI. TERM OF THE AGREEMENT:

The initial term of this agreement shall be from September 1, 2018 to August 30, 2019. The Agreement will thereafter be automatically renewed for one-year periods. This Agreement may be terminated at any time by either party with or without cause upon ninety (90) days' prior written notice; provided, however, Students participating in the clinical training experience at the time of termination shall be allowed to complete the clinical training experience pursuant to this Agreement.

VII. AFFIRMATIVE ACTION:

Affiliate agrees that it will not discriminate against any employee or applicant for employment because of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, handicap or disability. Affiliate does not discriminate because of uniform service, veteran status, or physical or mental disability when an individual otherwise meets the minimum qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection

for training. Affiliate agrees that it will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, handicap or disability.

VIII. LIABILITY:

To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused or asserted to have been caused by the negligence of each party, its agents, representatives or employees.

IX. HIPAA COMPLIANCE:

Students participating in clinical training experience pursuant to this Agreement are members of the Affiliate'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 Affiliate and does not establish an employment relationship.

X. EMPLOYMENT DISCLAIMER:

Students will not be considered employees or agents of the Affiliate or University for any purpose. Students will not be entitled to receive any compensation from Affiliate or University or any benefits of employment from Affiliate or University, including but not limited to, health care or workers' compensation benefits, vacation, sick time or any other benefit of employment, direct or indirect. Affiliate will not be required to purchase any form of insurance for the benefit or protection of Students.

XI. NO AGENCY RELATIONSHIP:

Nothing in this Agreement is intended to or shall be construed or constitute or establish an agency, employer/employee, partnership, franchise or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

XII. NOTICES:

Any notice under this Agreement to the University should be provided to:

University of Louisville School of Medicine
HSC Contracts
323 E. Chestnut Street, Suite 208
Louisville, Kentucky 40202
Tina.hembree@louisville.edu

Any notice under this Agreement to the Affiliate shall be provided to:

Bullitt County Public Schools
Attn: Lesa Howell
District Health Coordinator
1040 Highway 44 East
Shepherdsville, KY 40165
lesa.howell@bullitt.kyschools.us

XIII GOVERNING LAW:

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

XIV. ASSIGNMENT AND MODIFICATION:

The parties may not assign this Agreement, or the rights and obligations described herein, without the prior written consent of the other party. This Agreement may be modified in writing upon mutual agreement of the parties.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Master Clinical Education Affiliation Agreement as of the date(s) set forth herein.

UNIVERSITY OF LOUISVILLE

BULLITT COUNTY PUBLIC SCHOOLS

Gregory C. Postel, M.D.

Executive Vice President for Health Affairs

Date: _____

Jesse Bacon

Superintendent

Date: _____