

AFFILIATION AND PRECEPTORSHIP AGREEMENT

THIS AFFILIATION AND PRECEPTORSHIP AGREEMENT (“Agreement”) is made and entered into by and between **BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LOUISVILLE**, a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky (hereinafter referred to as "**Hospital**"), and **JEFFERSON COUNTY PUBLIC SCHOOLS** (hereinafter referred to as "**School**").

W I T N E S S E T H:

WHEREAS, School offers one or more programs of instruction in the following fields: Health Science Instruction (hereinafter referred to as "**Programs**"); and

WHEREAS, School desires to offer as a part of the curriculum for these Programs practical experience in a clinical setting; and

WHEREAS, Hospital operates an acute-care facility in Louisville, Kentucky and is capable of providing and desires to provide students practical experience related to the Programs; and

WHEREAS, School and Hospital consider it mutually advantageous to cooperate to further the above-described purposes and desire to commit their entire agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein specified, Hospital and School agree as follows:

1. **TERM AND TERMINATION**: This Agreement is in effect for one (1) year, commencing on the 26th day of February, 2020 (the "**Effective Date**"), and shall continue in effect until the 25th day of February, 2021. Thereafter, this Agreement will automatically renew four times for one-year terms, unless either party terminates this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement. However, students enrolled at the time of termination shall be allowed to complete the clinical learning experience in which they are involved.

2. **CLINICAL LEARNING EXPERIENCES**: Upon mutual consent of Hospital and School, the clinical learning experiences offered at Hospital may include preceptor arrangements. During preceptor arrangements, Hospital will assign one or more qualified staff members to serve as preceptors to supervise and facilitate students' clinical learning experiences on site at Hospital. In all other clinical learning experiences at Hospital, School will assign one or more faculty advisors or instructors to supervise and facilitate students' clinical learning experiences on site at Hospital.

3. **SCHOOL RESPONSIBILITIES:**

- A. School will develop the curriculum to be used in the Programs, including the instruction portion and the clinical learning experience portion of the curriculum.
- B. In preceptorship arrangements, School will provide qualified instructors or faculty advisors who will cooperate with Hospital personnel to supervise the overall preceptorship experiences and serve as the primary liaison between the School and Hospital. Hospital will appoint a qualified staff member to serve as a preceptor on site at Hospital for School's students. In all other clinical learning experiences, School will provide qualified instructors who will cooperate with Hospital personnel and supervise students' clinical learning experience on site at Hospital.

School represents and warrants that all instructors or faculty advisors who provide supervision or instruction on site at Hospital shall be duly qualified by experience and licensure and will have current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis. School will ensure that such individuals possess current state license/registration and/or certification, as applicable and appropriate for the services, instruction and supervision to be provided at Hospital. Credentials and licensure of personnel providing services shall be made available to Hospital upon request, including proof of negative TB screening and immunizations. School hereby represents and warrants that no instructor or advisor provided by it is nor at any time has been sanctioned, debarred, suspended or excluded or proposed for sanctions, debarment, suspension or exclusion from participation in any federally funded health care program, including Medicare and Medicaid. School hereby agrees to immediately notify Hospital of any such instructor's or advisor's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that any such instructor or advisor is sanctioned, debarred, suspended or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate. Hospital reserves the right to refuse the services, supervision or instruction of any individual provided by School who does not meet the foregoing qualifications.

- C. School will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.
- D. Through School's designated representative, School will coordinate student assignments, learning needs, course objectives and competencies with the Hospital and students.

- E. School will inform all faculty instructors, advisors, and students who participate in clinical learning experiences at Hospital of the content of the "Statement of Understanding and Confidentiality Agreement" and will require all such individuals to sign the Statement prior to commencing their participation in clinical learning experiences at the Hospital. A sample of the "Statement of Understanding and Confidentiality Agreement" is attached hereto as **Exhibit A**. Such Statement, once signed, shall become a part of this Agreement, incorporated by this reference as if fully set forth herein.
- F. School will schedule and document conferences with students for supervising, instructing, supporting and reviewing progress toward meeting Program objectives and competencies.
- G. School shall ensure that designated faculty instructors or advisors will establish a mechanism for maintaining contact with Hospital during all clinical learning experiences and assist Hospital in development of clinical learning activities for students. School instructors and faculty advisors must be immediately available by phone during the preceptorships to students and Hospital staff members serving as preceptors.
- H. School shall prepare a written evaluation of students' strengths, weaknesses and general performance in meeting Program objectives and competencies at end of the clinical learning experiences, as well as submit the final letter grade assigned for the experience to the students.
- I. The School agrees that its students, employees, instructors and faculty advisors will maintain the confidentiality and security of, as well as safeguard confidential information of the Hospital, including without limitation, policies, procedures, trade secrets, trade information, business practices, information systems, security passwords, financial information and proprietary information, patient information, medical records and patient identifiers ("**Confidential Information**") and shall not disclose such Confidential Information or make it available to any person or use it in any way other than as contemplated by this Agreement. The School, its employees, students, instructors, and faculty advisors shall further report to Hospital any use or disclosure of Confidential Information that either becomes aware of or is not authorized by this Agreement. School shall advise its students, employees, instructors and faculty advisors of these obligations to maintain privacy and security, to safeguard, not to disclose and to report unauthorized disclosures of Confidential Information, which shall survive the termination of this Agreement. School will require participating instructors, advisors and students to undergo the Hospital's training in security and privacy standards of the Health Insurance Portability and Accountability Act ("**HIPAA**") regulations promulgated thereunder, and any Hospital policies, procedures and protocols. In the event that School, its instructors,

advisors or students fail to comply with this provision, Hospital may immediately terminate this Agreement, in addition to seeking other remedies available to it at law or equity.

School agrees to comply with and to cause its employees, instructors, advisors and students to comply with HIPAA and regulations promulgated thereunder, as well as other state and federal laws and regulations related to the security, protection, and privacy of individually identifiable health care information. To the extent required under federal law or state law and to the extent that the School performs business associate activities, services or functions on behalf of or to the Hospital, the School agrees to comply with and to execute a business associate agreement with the Hospital.

- J. School represents and warrants that it will send only such students who have had current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis, have completed the prerequisite instruction and clinical portions of their Program's curriculum, and have not been convicted of a felony offense related to a) theft; b) abuse or sale of illegal drugs; c) abuse, neglect or exploitation of an adult; or d) commission of a sex crime. Upon the Hospital's request, School will supply evidence of negative TB screening and all relevant vaccinations, immunizations, health records, and background checks.
- K. School will notify Hospital in writing of all School faculty members who will be instructing or supervising students at Hospital. Such notice will be provided to Hospital's Education Department at least 14 days prior to the beginning of each academic term. Hospital reserves the right to refuse to accept faculty members with whom it has a conflict of interest, to whom it has been or is adverse, who it has previously employed, or who it has reasonably determined would not be appropriate for supervision at its facility.

4. **HOSPITAL RESPONSIBILITIES:**

- A. Hospital will provide appropriate learning experiences as may be consistent with the purposes of this Agreement. Hospital will provide participating instructors, advisors, and students with training in security and privacy standards of the HIPAA regulations promulgated thereunder, and any Hospital policies, procedures and protocols.
- B. Hospital will not assign students to clinical learning experiences in a manner which would permit students to replace employees.
- C. Hospital agrees not to discriminate against any individual affected by this Agreement on the basis of race, color, religion, national origin, handicap, age, political affiliation or beliefs, marital or parental status, sexual orientation, gender identity, gender

expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth or related medical conditions.

- D. The Hospital will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Hospital and/or the direct or indirect care of patients.
- E. For agreed upon preceptor arrangements, Hospital agrees to designate a qualified professional staff member to serve as a preceptor and to coordinate the daily activities of the students and create opportunities for experience on site at Hospital. Such preceptor will:
 - 1) Schedule and document conferences with the student(s) for supervising, instructing, assisting the student(s) in integrating the experiences, and reviewing progress toward meeting the objectives and competencies.
 - 2) Plan with the student(s) and the School representative ways and means of meeting program objectives and competencies.
 - 3) Familiarize the student(s) with the Hospital's structure, policies, objectives, and accountability mechanisms.
 - 4) Consult with the School representative as needed regarding each student's progress.
 - 5) Supply a written evaluation to School of each individual student's performance.
- F. **FERPA.** Each party agrees to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, to the extent that such requirements are applicable to the party, and any applicable policy of the party. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but will not disclose or share education records with any third party, unless the party is required by law to disclose such information.

5. **GENERAL:**

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of the School are not employees or agents of Hospital and, as such, are not entitled to wages, workers' compensation, medical insurance, or any other employee benefits for activities related to the clinical experience provided for under this Agreement. If an appropriate governmental

agency determines that students or faculty are covered under applicable workers' compensation statutes, the School shall be responsible for compliance with such statutes.

- B. **WAIVER**: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by the Agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.
- C. **SEVERABILITY**: In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.
- D. **INSURANCE**: School agrees to provide and maintain liability insurance coverage for instructors and faculty advisors under the School's liability insurance policy for the services provided during the clinical learning experiences initiated under this Agreement, with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate. School agrees to provide and maintain the same liability coverage for its students prior to participating in any clinical learning experience at Hospital. Upon signing this Agreement, and every anniversary date thereafter, School agrees to provide a Certificate of Insurance evidencing such coverage. School warrants that participating students, instructors and faculty advisors are covered parties. The insurance coverage will provide that Hospital shall receive thirty (30) days written notice prior to cancellation or material change of such coverage. If School learns that coverage for students, instructors or faculty advisors has been or will be terminated, School will notify Hospital as soon as possible.
- E. **COOPERATION IN THE EVENT OF A CLAIM:**
- 1) In the event the School becomes aware of any potential claim, incident, injury or allegation (the "**Event**") related to this Agreement or the student's participation in a clinical rotation at Hospital, School shall provide Hospital with written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances or the alleged incident, the addresses of the available witnesses and details following any investigation performed by School related to the Event .
 - 2) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with each other in the conduct of any suits arising from a student's participation in a clinical experience at Hospital.

F. **TERMINATION OF STUDENT OR FACULTY PARTICIPATION:** The parties agree that Hospital may terminate a student's, instructor's or faculty advisor's participation in clinical learning experiences on-site at Hospital at any time for any cause deemed sufficient by the Hospital including negligence, misconduct, or incompetence. However, Hospital shall not act arbitrarily.

G. **NOTICE:** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Hospital: Baptist Health Louisville
4000 Kresge Way
Louisville, KY 40207
Attn: Larry Gray

COPY TO: Baptist Healthcare System, Inc.
2701 Eastpoint Parkway
Louisville, Kentucky 40223
Attn: Vice President and Chief Legal Officer

School: Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Rd.
Louisville, KY 40218
502-485-3075

H. **GOVERNING LAW:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky.

I. **HEADINGS:** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.

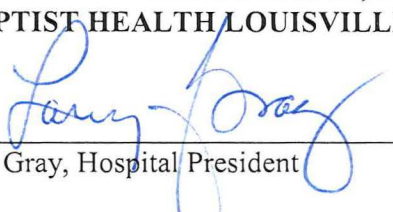
J. **COMPLETE AGREEMENT:** This constitutes the full and complete Agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith and no changes, alterations, modifications, or qualifications shall be had in the terms and conditions or provisions of any paragraph or item of this Agreement except the same shall be made in writing and signed by both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below.

BAPTIST HEALTHCARE SYSTEM, INC.
d/b/a BAPTIST HEALTH LOUISVILLE

JEFFERSON COUNTY PUBLIC SCHOOLS

By: 
Larry Gray, Hospital President

By: _____
Dr. Martin Pollio, Superintendent

Date: 1-14-2020

Date: _____

EXHIBIT A

Baptist Health Louisville

Statement of Understanding and Confidentiality Agreement

I, _____, by signing this Statement of Understanding and Confidentiality Agreement, do hereby represent that I have read and understand the following:

1. A shadowing or clinical learning experience has been arranged for me at _____ ("Hospital") as part of the interview process, an agreement with my School, or a student observation request.
2. I understand that this experience does not entitle me to any wages, workers' compensation, other benefits or guaranteed employment with Hospital.
3. While shadowing a Hospital employee performing duties or participating in a clinical experience at Hospital, I will conduct myself in accordance with Hospital policies and standards of conduct.
4. I understand that Hospital is not responsible for injuries that I incur solely as a result of my own negligence. I acknowledge that I will be responsible for paying for any medical treatment I receive as a result of injuries incurred during the course of my experience.
5. I understand that Hospital is not responsible for my exposure to any communicable diseases during this experience.
6. I understand that information regarding patients or former patients is confidential. I agree that except as permitted or required under the Hospital's policies or procedures, or as permitted or required by law, I will permanently maintain the confidentiality of all patient information obtained during my experience and understand that an inability to maintain patient confidentiality during this experience will result in immediate dismissal and/or additional legal ramifications.
7. I understand that any action on my part which is not fully consistent with the above statements may warrant termination of this experience.
8. I understand that Hospital may terminate my experience at any time, with or without cause and without explanation to me.

I have read and understand the above statements and accept them as conditions of my experience at Hospital.

Signature: _____ Date: _____

Printed Name: _____ Witness Signature: _____

If Minor,
Parent/Guardian Authorization

I have read and understand the above statements and give authorization for _____ to participate in the shadowing experience pursuant to such conditions. I further authorize any and all healthcare providers to render emergency medical assistance and/or treatment which may become necessary as a result of any injury sustained during the course of the shadowing experience. I understand I will be financially responsible for any medical care rendered.

Parent Signature _____

Print Parent Name _____

Relationship to Student _____