**MASTER CLINICAL EDUCATION AFFILIATION AGREEMENT**

**BETWEEN**

**eLIZABETHTOWN iNDEPENDENT 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 Elizabethtown Independent 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 speech-language pathologystudents (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. TheUniversitywillplan and determine the adequacy of the educational experience of the Students in background, skill, professional ethics, attitude, and behavior, and shallassign toAffiliateonlythose Studentswhohavesatisfactorilycompletedtheprerequisitedidacticportions of the University’scurriculum.
  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. TheUniversitywillrequireallStudentstomaintainhealthinsuranceandprovideproofofhealthinsurancetotheUniversity**.**TheAffiliatemay request from the Student proofofhealth insurancepriorto the beginningof the clinicaltraining experience.
  5. The UniversitywillrequireStudents to havecompletedanappropriatecriminalbackgroundcheck,andtohavedocumentedappropriateimmunizationsonfilewiththeUniversity.Ifapplicable,theAffiliateshallnotifyStudentsofanyrequestsforevidenceofcriminalbackgroundtestorimmunization.TheUniversity willinformStudents of theirresponsibilitytoprovideevidencetotheAffiliate ofanyrequiredcriminalbackgroundchecksorimmunizations,whenrequested.TheAffiliateshallnotifytheUniversity ofitsrequirementsofanacceptablecriminalbackgroundcheckandrequiredimmunizations.TheUniversity willalsoinformStudentsthattheymayberequiredtoundergoadrugtestorothersimilarscreeningtestspursuanttotheAffiliate’spoliciesandpractices,andthatthecostofanysuchtestwillbepaidby Students, if not Affiliate.
  6. TheUniversity willadvise StudentsthattheyarerequiredtocomplywithAffiliate’srules,regulations, policies, and procedures**.**
  7. IfrequestedbytheAffiliate,theUniversitywillprovideinstructiontotheAffiliate’sstaffwithrespecttotheUniversity’sexpectationsregardingassessmentofStudents.
  8. TheUniversity will maintain continued professional liability coverage on Students with $1,000,000/$3,000,000 occurrence/aggregate liability limits. IfrequestedbytheAffiliate,theUniversityshallprovideacertificateofinsurancedemonstratingcoverage forStudents.

III. AFFILIATE RESPONSIBILITIES:

1. TheAffiliatewillprovideStudents, and to the extent necessary University faculty,withaccesstoappropriateresourcesformedicalstudenteducationincluding:a)accesstopatientsatAffiliate’sfacilitiesinanappropriatelysupervised environment,inwhichStudentscancompletethe University’scurriculum;b)securitybadgesor other means ofsecureaccess to patientcare areas; c)access andrequiredtrainingforStudents, or University faculty as the case may be, intheproperuseofelectronicmedicalrecordsorpapercharts,asapplicable;d)computeraccess;e)securestoragespacefor Students’, or University faculty as the case may be,personalitemswhenattheAffiliate’s facilities;andf)accesstocall rooms, if necessary.

2. TheAffiliate willretainfullauthorityandresponsibilityforpatientcareandqualitystandards,andwillmaintainalevelofcarethatmeets generallyacceptedstandardsconducivetosatisfactoryinstruction.WhileinAffiliate’s facilities,Studentswillhavethestatusoftrainees,arenottoreplaceAffiliatestaff,andarenottorenderunsupervisedpatientcareand/orservices.AllservicesrenderedbyStudentsmusthaveeducationalvalueandmeetthegoalsoftheclinical training experience.AffiliateanditsstaffwillprovidesuchsupervisionoftheeducationalandclinicalactivitiesasisreasonableandappropriatetothecircumstancesandtoStudents’ level of training.

3. TheAffiliatestaffwill,uponrequest,assisttheUniversity intheassessmentofthelearningandperformanceof StudentsbycompletingassessmentformsprovidedbytheUniversityandreturned to theUniversityin a timelyfashion.

4. TheAffiliatewillprovide for theorientationofStudentsasto the Affiliate’s rules,regulations,policies,andprocedures.

5. TheAffiliateagreestocomplywithapplicablestateandfederalworkplacesafetylawsandregulations.Intheeventastudentisexposedtoaninfectiousorenvironmentalhazardorotheroccupationalinjury(i.e.,needlestick)whileattheAffiliate’s facilities,theAffiliate,uponnoticeofsuchincidentfromthestudent,willprovidesuchemergencycareasisprovided to itsemployees,including,whereapplicable:examinationandevaluationbyAffiliate’semergencydepartmentorotherappropriatefacilityassoonaspossibleaftertheinjury;emergencymedicalcareimmediatelyfollowingtheinjuryasnecessary;initiationoftheHBV,HepatitisC(HCV),and/orHIVprotocolasnecessary;andHIVcounselingandappropriatetestingasnecessary.IntheeventthatAffiliatedoesnothavetheresourcestoprovidesuchemergency care, Affiliatewillrefersuchstudenttothenearestemergencyfacility.Students shall bearfinancialresponsibilityforanychargesgenerated.

6. TotheextenttheAffiliategeneratesormaintainseducationalrecordsrelatedto Students, theAffiliateagreestocomplywiththeFamilyEducationalRightsandPrivacyAct(FERPA),tothesameextentassuchlawsandregulationsapplytotheUniversityandshalllimitaccesstoonlythoseemployeesor agentswithaneedtoknow.ForthepurposesofthisAgreement,pursuanttoFERPA,Universityhereby designatesAffiliateasaschoolofficialwithalegitimate educationalinterestintheeducationalrecordsofStudentstotheextentthataccesstotheUniversity’srecordsisrequiredbyAffiliate to carryout the clinical training experience.

7. Uponrequest,theAffiliatewillprovideproofthatitmaintainsliabilityinsuranceinanamount that is commerciallyreasonable.

8. TheAffiliatewillprovidewrittennotificationtotheUniversitypromptlyifaclaimarisesinvolvingStudents.

9. TheAffiliatewillresolveanysituationinfavorofitspatients’welfareandrestrict Students totheroleofobserverwhenaproblemmayexistuntiltheincidentcanberesolvedbythestaffinchargeofthestudentorthestudentisremoved.TheAffiliatewillnotifytheUniversity Representative in writing if suchanaction is required.

10. TheAffiliate shallidentifyasitecoordinatorfromamongitsmedicalstaffwhowillcommunicateandcooperatewiththeUniversity RepresentativetoensurefacultyandStudents’access to appropriate resources forthe clinicaltraining 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. TheUniversity willprovidequalifiedandcompetentStudents inadequatenumberfortheinstruction,assessment,andsupervisionofStudents.TheAffiliatewillprovidequalifiedandcompetentstaffmembersinadequatenumberfortheinstructionandsupervision of Students.

3. TheUniversityandtheAffiliatewillnotdiscriminateagainstanyemployee,applicantorstudentenrolledintheirrespectiveprogramsbecauseofage,creed,genderidentity,nationalorigin,race, sex, sexual orientationoranyotherbasis protectedbylaw.

4. TheUniversity,includingitsfaculty,staff,and StudentsandAffiliateshareresponsibilityforcreatinganappropriatelearningenvironmentthatincludesbothformallearningactivitiesandtheattitudes,values,andinformal"lessons"conveyedbyindividualswhointeractwithStudents.Thepartieswillcooperatetoevaluatethelearningenvironment(whichmayincludeon-sitevisits)toidentifypositiveandnegativeinfluencesonthemaintenanceofprofessionalstandards,andtoconductanddevelopappropriatestrategiestoenhancethepositiveandmitigatethenegativeinfluences.

5. AffiliatemayimmediatelyremovefromthepremisesandretainstherighttosuspendorterminateanyStudents’participationattheAffiliate’s facilities.TheAffiliatewillimmediatelynotifytheUniversity Representative ifsuchanactionisrequiredandthereasonsforsuchaction.The UniversitymayterminateaStudents’participationwhen,initssolediscretion,itdeterminesthatfurtherparticipationbythestudentwouldnolongerbeappropriate.TheUniversity willnotifytheAffiliate if suchaction 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 December 9,2020toDecember 8, 2021. 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:

Studentsparticipatinginclinicaltraining experience pursuanttothisAgreementaremembersoftheAffiliate’s workforceforpurposesoftheHealthInsurancePortabilityandAccountabilityAct(HIPAA)withinthedefinitionof“healthcareoperations”andthereforemayhaveaccesstopatientmedicalinformationasprovidedforinthePrivacyRuleofHIPAA.Therefore,additionalagreementsarenotnecessaryforHIPAAcompliancepurposes.ThisparagraphappliessolelytoHIPAAprivacy andsecurityregulationsapplicabletotheAffiliate and doesnotestablishanemploymentrelationship.

X. EMPLOYMENT DISCLAIMER:

Students willnotbeconsideredemployeesoragentsoftheAffiliateor University foranypurpose.StudentswillnotbeentitledtoreceiveanycompensationfromAffiliateorUniversityoranybenefitsofemploymentfromAffiliateor University,includingbutnotlimitedto,healthcareorworkers’compensationbenefits,vacation,sicktimeoranyotherbenefitofemployment,directorindirect.Affiliatewillnotberequired to purchase anyform of insurance for thebenefit or protection ofStudents.

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

tinam.hembree@louisville.edu

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

Elizabethtown Independent Schools

Attn: Cora Wood, Director of Personnel

219 Helm Street

Elizabethtown, KY 42701

[cora.wood@etown.kyschools.us](mailto:cora.wood@etown.kyschools.us)

XIIIGOVERNING 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.

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| **UNIVERSITY OF LOUISVILLE** | **ELIZABETHTOWN INDEPENDENT**  **SCHOOLS** |
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| Toni Ganzel | Kelli Bush |
| Vice Presidentfor Academic Medical Affairs | Superintendent |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |