

**Galen College of Nursing
CLINICAL AFFILIATION AGREEMENT**

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into this 29th day of March, 2023, by and between Galen Health Institutes, Inc., dba, Galen College of Nursing, a corporation organized in Delaware and existing under the laws of Kentucky (hereinafter referred to as "COLLEGE") and Jefferson County Board of Education (hereinafter referred to as "AFFILIATE").

WITNESSETH:

WHEREAS, COLLEGE offers educational programs in nursing (hereinafter referred to as "PROGRAMS"); and

WHEREAS COLLEGE desires to offer as a part of the curriculum for these PROGRAMS practical experience in a clinical setting; and

WHEREAS, AFFILIATE operates a(n) public school facility in Louisville, KY and is capable of and desires to provide students practical experience related to the PROGRAMS; and

WHEREAS, COLLEGE and AFFILIATE 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, AFFILIATE and COLLEGE agree as follows:

1. **TERM AND TERMINATION**: This Agreement is in effect for one (1) year, commencing on the 29th day of March, 2023, and shall continue in effect until the 28th day of March, 2024. Thereafter, this Agreement will automatically renew for subsequent one-year terms, unless either party terminates this Agreement, with or without cause, upon ninety (90) 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, provided it does not undermine patient care or safety. Affiliate shall retain the right to suspend or terminate this Agreement immediately in the event that the performance of this Agreement creates a risk to the safety and wellbeing of JCPS students.
2. **CLINICAL LEARNING EXPERIENCES**. In all clinical learning experiences at AFFILIATE, COLLEGE will assign one or more faculty members to supervise and facilitate students' clinical learning experiences on site at AFFILIATE.
3. **COLLEGE RESPONSIBILITIES**:
 - A. COLLEGE will develop the curriculum to be used in the PROGRAMS, including the instruction portion and the clinical learning experience portion of the curriculum. The PROGRAMS must be in such standing that students participating in the clinical learning experience will be eligible to sit for any licensure or certification examination required for the applicable profession of the PROGRAMS.

- B. COLLEGE represents and warrants that all faculty who provide supervision or instruction on site at AFFILIATE are duly qualified by experience and licensure and have met requirements set forth by AFFILIATE and have not been convicted of a misdemeanor related to abuse, neglect or exploitation 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; or d) commission of a sex crime. COLLEGE will perform criminal background checks on all faculty and students as the AFFILIATE requires by law and regulation or facility policy. COLLEGE will further comply with applicable health and drug screenings as required by law and regulation or AFFILIATE policy.

Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:

1. A state criminal records check;
2. A state and national criminal (fingerprint) history background check; AND
3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

b) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses; OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

COLLEGE 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 AFFILIATE. Credentials and licensure of personnel providing services shall be made available to AFFILIATE upon request. COLLEGE hereby represents and warrants that no faculty 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. COLLEGE hereby agrees to immediately notify AFFILIATE of any such faculty's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid, if known. In the event that any such faculty member 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 COLLEGE 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. AFFILIATE reserves the right to refuse the services, supervision, or instruction of any individual provided by COLLEGE who does not meet the foregoing qualifications.

- C. COLLEGE will provide all necessary teaching aids, reference books, classroom supplies, and any other teaching materials needed.
- D. Through COLLEGE's designated representative, COLLEGE will coordinate student assignments, learning needs, course outcomes, and competencies with the AFFILIATE and students.
- E. COLLEGE shall ensure that designated faculty will establish a mechanism for maintaining contact with AFFILIATE during all clinical learning experiences and collaborate with AFFILIATE in development of clinical learning activities for students.
- F. COLLEGE shall prepare a written evaluation of students' strengths, weaknesses and general performance in meeting program outcomes and competencies at end of the clinical learning experiences, as well as submit the final letter grade assigned for the experience to the students.
- G. COLLEGE agrees that its students, employees, and faculty will maintain the confidentiality and security of, as well as safeguard confidential information of the AFFILIATE, 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 COLLEGE, its employees, students, and faculty shall further report to AFFILIATE any use or disclosure of Confidential Information of which it becomes aware that is not authorized by this Agreement. COLLEGE shall advise its students, employees, and faculty 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. COLLEGE agrees to provide participating faculty and students with training on the security and privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and regulations promulgated thereunder.
- H. COLLEGE agrees to comply with and to cause its employees, faculty, 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.
- I. COLLEGE represents and warrants that it will send only such students who meet health requirements of the COLLEGE and AFFILIATE, attached hereto as Exhibit A if applicable, who have completed the prerequisite instruction and clinical portions of their Program's curriculum, and who have not been convicted of a misdemeanor related to abuse, neglect or exploitation of an adult 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; or d) commission of a sex crime. COLLEGE will perform criminal background checks on all students as the AFFILIATE is required by law and regulation or AFFILIATE policy, attached hereto as Exhibit B if applicable. COLLEGE will further comply with applicable health screening as required by law and regulation or AFFILIATE policy, including a drug screening, as applicable. Upon execution of this agreement, and at the AFFILIATE's request, COLLEGE will supply an attestation of compliance with all relevant immunizations, health records, health screening and background screening.

Additional Affiliate Health Requirements (Exhibit A)

Yes ☒

No ☐

Additional Affiliate Background Screening Requirements (Exhibit B)Yes ☒No ☐

- J. COLLEGE will notify AFFILIATE in writing of all COLLEGE faculty who will be instructing or supervising students at AFFILIATE. Such notice will be provided to AFFILIATE at the beginning of each academic term. COLLEGE will notify AFFILIATE in writing of any changes, additions or substitutions to the list of faculty members as soon as possible. AFFILIATE 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 determined would not be appropriate for supervision at its facility.
- K. COLLEGE Faculty are responsible for supervising and evaluating students in the clinical setting.
- L. If the performance of this Agreement involves the transfer by JCPS to COLLEGE of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), COLLEGE agrees to:
- i. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
 - ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than COLLEGE and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - iii. Require all employees, contractors, volunteers, and agents of COLLEGE to comply with all applicable provisions of FERPA with respect to any such data. COLLEGE shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
 - iv. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. COLLEGE shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
 - v. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of COLLEGE necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
 - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by COLLEGE for the purposes of this Agreement. COLLEGE will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 - vii. JCPS retains the right to audit COLLEGE's compliance with the confidentiality requirements of this provision.

4. AFFILIATE RESPONSIBILITIES:

- A. AFFILIATE agrees at all times during this agreement that it shall have appropriate licensure to do business as a health care agency and that it complies with all appropriate state and federal laws, regulations, and similar standards regulating health care agencies.
- B. AFFILIATE will provide appropriate learning experiences as may be consistent with the purposes of this Agreement.
- C. AFFILIATE will not utilize students participating in clinical learning experiences in a manner which would permit students to replace AFFILIATE's employees.
- D. AFFILIATE agrees not to discriminate against any individual affected by this Agreement on the basis of race, color, religion, national origin, disability, gender, age, veteran status, or political affiliation. AFFILIATE agrees to participate in good faith in any investigation of alleged discrimination in which a staff member may be asked to provide information.
- E. AFFILIATE 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 AFFILIATE and/or the direct or indirect care of patients.

5. GENERAL:

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of the COLLEGE are not employees or agents of AFFILIATE 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 COLLEGE 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:** COLLEGE agrees to provide and maintain liability insurance coverage for faculty and students under the COLLEGE's liability insurance policy for the services provided during the clinical learning experiences initiated under this Agreement, with minimum limits of \$2,000,000.00 per occurrence and \$5,000,000.00 in aggregate. COLLEGE agrees either to provide and maintain the same liability coverage for its students or to require that its students acquire and maintain such coverage for themselves prior to participating in any clinical learning experience at AFFILIATE. Upon signing this Agreement, and every anniversary date thereafter, COLLEGE agrees to provide a Certificate of Insurance evidencing such coverage. COLLEGE warrants that participating students and faculty are covered parties. The insurance coverage will provide that AFFILIATE shall receive thirty (30) days written notice prior to cancellation or material change of such coverage. If COLLEGE learns that coverage for students or faculty has been or will be terminated, COLLEGE will notify

AFFILIATE as soon as possible.

- E. **INDEMNIFICATION:** To the extent permitted by law, COLLEGE agrees to indemnify and hold AFFILIATE, its agents and employees harmless from and against all claims, damages, costs, and expenses, including attorney's fees, arising in connection with any negligent acts or omissions by COLLEGE in the performance of its obligations under the Agreement. AFFILIATE agrees to indemnify and hold COLLEGE, its agents, employees, and students harmless from and against all claims, damages, costs, and expenses, including attorney's fees, arising in connection with any negligent acts or omissions by the AFFILIATE in the performance of its obligations under this Agreement.
- F. **TERMINATION OF STUDENT OR FACULTY PARTICIPATION:** The parties agree that AFFILIATE may terminate a student's or faculty's participation in clinical learning experiences on-site at AFFILIATE at any time for any cause deemed sufficient by the AFFILIATE including negligence, misconduct, or incompetence. However, AFFILIATE 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:

AFFILIATE: Attn: Eva Stone, Manager District Health
Jefferson County Public Schools
4309 Bishop Lane
Louisville, KY 40218

COLLEGE: 3050 Terra Crossing Blvd., Louisville, KY 40245 Galen College of Nursing

**COVERED CAMPUS LOCATIONS
(IF APPLICABLE):**

- ☐ Asheville Campus; 30 Townsquare Blvd., Asheville, NC 28803
- ☐ Austin Campus; 1201 W. Louis Henna Blvd., Austin, TX 78681
- ☐ Cincinnati Campus; 100 E Business Way, Suite 120, Cincinnati, Ohio 45241
- ☐ Denver Campus; 1650 S. Potomac Street, Aurora, CO 80012
- ☐ Gainesville Campus; 7001 SW 24th Avenue, Gainesville, FL 32601
- ☐ Hazard Campus; 101 Airport Gardens Road, Suite 200, Hazard, KY 41701
- ☐ Houston Campus; 11210 Equity Dr., Houston, TX 77041
- ☒ Louisville Campus; 3050 Terra Crossing Blvd., Louisville, KY 40245
- ☐ Miami Campus; 1200 SW 145th Ave., Pembroke Pines, FL 33027
- ☐ Myrtle Beach Campus; 920 Doug White Dr., Myrtle Beach, SC 29572
- ☐ Nashville Campus; 1100 Dr. MLK Jr. Blvd., Nashville, TN 37203
- ☐ Richmond Campus; 7300 Beaufont Springs Dr., Richmond, VA 23225
- ☐ Roanoke Campus; 1819 Electric Road, Roanoke, VA 24018
- ☐ San Antonio Campus; 7411 John Smith Dr. #900, San Antonio, TX 78229
- ☐ Sarasota Campus; 501 N. Cattleman Rd., Sarasota, FL 34232
- ☐ Tampa Bay Campus; 10200 Dr M.L.K. Jr St N, St. Petersburg, FL 33716

- H. **GOVERNING LAW:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky, and all parties agree to both subject matter and jurisdiction in that forum.

- 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective the day and year first above mentioned.

AFFILIATE

Signature

By: Dr. Marty Pollio

Title: Superintendent

Date: _____

COLLEGE

Dr. Brittney Welch DNP, RN, CNEcl
Signature

By: Dr. Brittney Welch DNP, RN, CNEcl

Title: College Director of Clinical Experience

Date: 3/7/2023

Jefferson County Board of Education Health Requirements
Galen Nursing Students

Up to date on COVID-19 vaccinations unless acceptable medical waiver on file with school in which case student(s) should undergo rapid COVID-19 testing prior to each clinical experience.

Jefferson County Board of Education Background Screening Requirements
Galen Nursing Students

Require all COLLEGE faculty 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. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- Any conviction for sex related offences;
- 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 this agreement.