



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Interim Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Date: April 18, 2023

Consent Agenda Item (Action Item): Approve partnership with ARH for clinical/practical experiences connected to the healthcare pathways in Floyd County School District for 2023-2024 school year.

Applicable Statute or Regulation: BOE Policy 01.11 General Powers and Duties of the Board.

Fiscal/Budgetary Impact: None

History/Background:

It is agreed and understood that ARH facilities will serve as Work-based learning opportunities and clinical laboratories for the students in such number and at such times as the parties hereto mutually agree; further, the School faculty will provide the necessary instruction and supervision of its students to ensure the proper application of principles and theory during the work-based learning opportunity or clinical/practical experience. Particular patient care units to be used and the supervision to be furnished will be determined by mutual agreement of the parties as governed by the following stipulations outlined as activities and responsibilities.

No student shall be denied participation in any learning experience because of race, color, sex, religious beliefs, age, national origin, disability, or financial status.

Recommended Action: Approve as presented.

Contact Person(s): Denise Isaac, Chief High School Instructional Officer


Chief High Schools Instructional Officer


Superintendent

AFFILIATION AGREEMENT

BETWEEN

FLOYD COUNTY BOARD OF EDUCATION

AND

APPALACHIAN REGIONAL HEALTHCARE, INC.

This Agreement is entered into by and between **Floyd County Board of Education** (hereinafter referred to as the "School"), with an address of 442 KY Route 550 Eastern, Kentucky 41622 and **Appalachian Regional Healthcare, Inc.**, including its wholly owned subsidiaries (collectively hereinafter referred to as "ARH"), with an address of 2260 Executive Drive, Lexington, Kentucky 40505, in regard to their cooperation in the implementation and support of the clinical affiliation as hereinafter set forth.

I. PURPOSE

This Agreement defines the basis through which ARH facilities will serve as clinical laboratories for students in the School's programs with School faculty supervision. Since no financial obligation between School and ARH is involved, the scope of the agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. GENERAL AGREEMENT

It is agreed and understood that ARH facilities will serve as clinical laboratories for the students in such number and at such times as the parties hereto mutually agree; further, that School faculty will provide the necessary instruction and supervision of its students to insure the proper application of principles and theory during the clinical/practical experience. Only those Students who are eighteen years of age or older may participate in hands on clinical laboratories. Students under the age of eighteen may participate in job shadowing and non-clinical/patient care experiences. Particular patient care units to be used and the supervision to be furnished will be determined by mutual agreement of the parties as governed by the following stipulations outlined as activities and responsibilities. No student shall be denied participation in any learning experience because of his or her race, color, sex, religious beliefs, age, national origin, disability, or financial status.

III. TERM

The term of this Agreement shall be for one (1) year, commencing on the date that it is executed by the last of the parties to do so. It shall, thereafter, automatically renew for successive one (1) year periods unless either party gives notice of non-renewal to the other party within sixty (60) days before the expiration for the term then in effect.

IV. ACTIVITIES

The scheduling of activities of students in the ARH facilities will be in accord with the schedule of courses at School and will be planned with the appropriate personnel of ARH. Student assignments, planned by the instructor in consultation with the appropriate ARH supervisory personnel, will be selected in accordance with this Agreement and opportunities available. The parties will execute a Program Addendum substantially in the form of **Exhibit A** hereto for each specific rotation or program of student experience undertaken pursuant to this Agreement.

V. RESPONSIBILITIES OF SCHOOL

The School will (as applicable to an assignment):

1. Be familiar with ARH and applicable policies and procedures prior to activation of student experience;
2. Be responsible for planning student experiences in consultation with appropriate ARH supervisory representatives;
3. Be responsible for supervision of student activities in patient care;
4. Coordinate student experience with ARH facility activities to facilitate optimum patient care;
5. Accept the responsibility to assist with the orientation of ARH personnel to the aims, objectives, and educational methods of the education program;
6. Be responsible for planning with the ARH facility's administrator or his/her designee to evaluate the program and its impact on service;
7. Go through appropriate ARH channels to make plans for observations and/or clinical experiences;
8. Organize the education program for students;
9. Select the clinical experiences for students;
10. Provide all supervision and instruction required in the program unless in specific instances other provisions are made;
11. Require students to have all health screening and evaluations required by ARH prior to beginning experience in the ARH facility including, but not limited to proof of all immunizations required by ARH;
12. At ARH's request, remove any student from the clinical experience who does not follow ARH policies and procedures and/or who is disruptive to operation of a given unit;
13. Adhere to the policies and procedures of ARH during the course of the clinical experience; and
14. At all times, be cognizant of, sensitive to, and compliant with the collective bargaining agreements between ARH and its employees.

VI. RESPONSIBILITIES OF ARH

Appalachian Regional Healthcare, Inc., will:

1. Serve as clinical laboratories in which students may be assigned for educational experience;
2. With faculty, plan suitable student experiences;
3. Provide staff time for the orientation of faculty to ARH facility and its policies and procedures;
4. Retain its usual responsibility relative to patient care;

5. Make available clinical experiences and/or clinical observational opportunities, including necessary equipment and supplies, for patient care in such areas of the ARH facilities as are mutually agreed upon. The days and hours of clinical experiences and/or observational opportunities are to be planned in advance, by the School Faculty with the approval of the ARH facility Administrator(s) or his/her designee;
6. Make available classroom and conference room space and use of instructional materials for students and faculty of School;
7. Make available patients' records for reference and study by School faculty and students. Said records should remain confidential, and are not to be removed from the facility. Reproduction of any patient records is prohibited;
8. Make available at student's own expense, cafeteria facilities that exist in the ARH facilities;
9. Make available emergency care provided in the Agency's facilities at the expense of the involved individual;
10. Require documented evidence of licensure/certification and current clinical competence of clinical faculty before faculty engage in any patient care activity; and
11. Assume no liability for disease or injury to students or faculty incurred while participating in clinical experiences.

VII. INSURANCE

School agrees to certify the existence of coverage for the acts, omissions and general health of its faculty, students, employees, agents and servants, and to provide proof of coverage to ARH. Coverage may be provided by the School, or by faculty, students, employees or other participants, individually. ARH agrees to have in effect general and professional liability insurance policy(s) and/or a program of self-insurance and provide proof of same to School. To the extent permitted by law, the parties shall indemnify and hold each other harmless from any and all claims, demands, judgments, or liability of any sort, including all costs and attorneys fees associated therewith, arising from the acts and omissions of its employees, servants, or agents and with respect to the School and its participating students.

VIII. BACKGROUND AND SCREENINGS

Prior to participation in education programs with any ARH facility each student must submit to a criminal background check and alcohol and drug screening with results satisfactory to ARH.

IX. AMENDMENTS

This Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by both parties.

X. PATIENT RECORDS, STUDENT RECORDS, AND CONFIDENTIALITY

1. The parties agree that any and all records generated during the term of this Agreement, which relate to health care, rendered or provided to any patient on any ARH premises shall remain the property of ARH. Further, School agrees to comply with any State and/or Federal law or regulation and any ARH policy concerning patient right and release or disclosure of any patient identifiable information. The parties will comply with the Security and

Privacy Standards of the Health Insurance Portability and Accountability Act ("HIPAA") relating to Protected Health Information, Electronic Health Information or otherwise (collectively "PHI") and School agrees as follows:

- i) To Use and Disclose PHI solely as necessary to perform the Agreement, and shall not Use or Disclose PHI for any other purpose or in a manner that would violate the law if done by ARH.
- ii) To implement and maintain administrative, physical, and technical safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by the Agreement.
- iii) To immediately notify ARH of any security incident or of each Use and Disclosure, of which it becomes aware, that is made by it that is not specifically permitted by this Agreement.
- iv) To make the PHI and an accounting of disclosures thereof specified by ARH available to individual(s) identified by ARH as being entitled to access and copy that PHI or to receive an accounting of disclosures.
- v) To make PHI available to ARH for the purpose of amendment and incorporating such amendments into the PHI.
- vi) To provide such access and incorporate such amendments within the time and in the manner specified by ARH.
- vii) To provide (to ARH) an accounting of each Disclosure of PHI made by School. Any accounting provided by School under this Section shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section, School shall document the information specified in (a) through (d), and shall securely retain this documentation for six (6) years from the date of this Disclosure.
- viii) Make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Department of Health and Human Services.
- ix) Impose the requirements stated herein with respect to PHI or its subcontractors, agents and students who may obtain access to PHI in relation to this Agreement.
- x) Upon termination or expiration of this Agreement, School shall either return or destroy, in ARH's sole discretion and in accordance with any instructions by ARH, all PHI in the possession or control of School. However, if ARH determines that neither return nor destruction of PHI is feasible, School may retain PHI provided that School (a) continues to comply with the provisions of this Section for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.
- xi) To maintain the security of all electronic protected health information that is maintained, created or shared by the entities.

2. For purposes of this Agreement, the following terms shall have the following meanings:

- i) "Protected Health Information" or "PHI" means health information, including demographic information collected from an individual or electronic PHI as defined by the security regulations, that (i) relates to the past, present or

future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); (iii) is received by School from or on behalf of ARH, or is created by School, or is made accessible to School by ARH; and (iv) is transmitted by electronic media; maintained in any medium constituting electronic media; or transmitted or maintained in any other form or medium.

- ii) "Disclose" and "Disclosure," with respect to Protected Health Information, means the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside School's internal operations or to other than its employees.
- iii) "Use" or "Uses," with respect to Protected Health Information, means the sharing, employment, application, utilization, examination or analysis of such information within School's internal operations.

3. ARH shall have the option to immediately terminate this Agreement upon breach of this Section by School.

4. All student records kept by ARH relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g).

XI. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, act of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or dissimilar cause beyond the reasonable control of either party.

However, both parties shall make-good faith efforts to perform under this Agreement in the event of any such circumstance.

XII. NOTICE

Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the parties at the following address (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

Floyd County Board of Education
Attention: Anna Shepherd
442 KY Route 550
Eastern, Kentucky 41622

Appalachian Regional Healthcare, Inc.

Attention: System Director Workforce Development and Employment
101 Airport Gardens Road, Suite 305
Hazard, Kentucky 41701

With a copy to:

Appalachian Regional Healthcare, Inc.
Attention: Contracts
Office of Legal Affairs
101 Airport Gardens Road, Suite 305
Hazard, Kentucky 41701

If personally delivered, such notice shall be deemed effective upon delivery, and if mailed as provided for above, such notice shall be effective three (3) days after it is placed in the mail.

XIII. SEVERABILITY

If any part of this Agreement should be held to be void or unenforceable, said part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

XIV. RELATIONSHIP OF THE PARTIES

The relationship created between ARH and the School hereby shall be that of two independently contracting parties. It shall not be considered a partnership, joint venture, or any other form of joint enterprise. The School's students or faculty shall not be considered employees of ARH and, as such, they will not be entitled to any wages or benefits from ARH. The students shall not be entitled to employment by ARH upon completion of their training and School shall adequately inform students of same. There shall be no third party beneficiary rights created by this Agreement in any person or entity specifically including, but not limited to the School's students. As such, no person or entity shall have the right to enforce its terms except ARH and the School.

XV. ASSIGNMENT OF RIGHTS, DUTIES OR OBLIGATIONS

The rights, duties or obligations of this Agreement shall not be assigned, sublet or transferred by either party without the express written consent of the other.

XVI. SUCCESSORS IN INTEREST

The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of each of the parties hereto provided; however, nothing contained in this paragraph shall entitle either party to assign, sublet or transfer his/her or its interest without the express written consent of the other.

XVII. WAIVER

The waiver of any breach of any covenant, condition or stipulation herein contained shall not be taken to be waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

XVIII. GOVERNING LAW

The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder, and the construction of the terms hereof shall be governed in accordance with the laws of the Commonwealth of Kentucky.

XIX. TERMINATION

This Agreement may be terminated by either party upon material breach by the other party, which remains uncured for more than thirty (30) days after the non-breaching party has provided notice of breach to the other party. Either party may terminate this Agreement for any or no reason upon sixty (60) days notice to the other party, but termination for any reason other than material breach shall not affect students presently assigned to an ARH facility through a specific Program Addendum.

XX. FEDERAL FALSE CLAIMS ACT AND RELATED REGULATIONS:

The Federal government and the states of Kentucky and West Virginia have strict laws and regulations in place to prevent fraud, waste, and abuse of Federal and Federally funded health care programs. These laws and regulations are specifically designed to prevent individuals from making false claims and statements in order to defraud Federally funded programs. Section 6032 of the Deficit Reduction Act of 2005 requires ARH to make contractors aware of this.

The Federal False Claims Act included whistleblower provisions that protect contractors reporting violations of the Act from being discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of the contract because of lawful acts done by the contractor on behalf of the contractor or others in furtherance of an action brought forward, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed.

ARH has specific policies and procedures, and an Organizational Compliance Plan and Program in place that address the laws and regulations listed above. ARH policy D-11-08 False Claims Statutes, provides a detailed description of the false claims statutes and their related protections. The ARH Organizational Compliance Plan is the organization's primary means for detecting and preventing fraud, waste, and abuse. Policy D-II-08 can be viewed on the ARH Internet site and the Organizational Compliance Plan can be made available upon request. ARH contractors are expected to review and abide by these policies.

XXI. AGREEMENT

This Agreement constitutes and expresses the full and complete agreement of the parties and shall not be modified except by a writing signed by the parties. Reference is made to ARH's master list of contracts for any other agreements between the parties.

XXII. NOTICE OF CLAIMS

Each party agrees to notify the other party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, the notified party will have the right to

investigate said incident or occurrence and the notifying party will, to the extent commercially reasonable, cooperate fully in this investigation.

XXIII. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.

In Testimony whereof, Witness the duly authorized signature of the parties hereto:

Appalachian Regional Healthcare, Inc.

Floyd County Board of Education

Approved by:

Approved by:

Maria Braman, M.D
Chief Medical Officer

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROGRAM ADDENDUM NO. _____

WHEREAS, **Appalachian Regional Healthcare, Inc. (ARH)** and **Floyd County Board of Education (School)** are parties to an Affiliation Agreement which provides for the use of ARH's facilities for the educational experience of the School's students; and

WHEREAS, School desires to make a specific assignment of students in a particular program of study to an ARH facility which agrees to accept those students;

NOW THEREFORE, it is hereby agreed that the following particular affiliation program will be undertaken by the parties in accordance with the Affiliation Agreement and any additional terms set forth herein:

1. ARH facility and the departments involved: _____

2. Program of study: _____
3. Number of students: _____
4. Name of Students: _____
5. Beginning date of program: _____
6. Ending date of program: _____
7. Supervising faculty: _____

8. Additional terms & conditions: _____

Appalachian Regional Healthcare, Inc.

Floyd County Board of Education

Approved by:

Approved by:

Community CEO or Vice President
Date: _____

Title: _____
Date: _____