

CLINICAL AFFILIATION AGREEMENT**PARTIES:**

NORTON HEALTHCARE, INC., its affiliates,
and its subsidiaries (collectively, "**Norton**")
ATTN: Chief Legal Officer
4967 U.S. Highway 42, Suite 101
Louisville, Kentucky 40222

SCHOOL ("Academic Institution"):

Full Legal Name: Arvin Education Center

ATTN: President

Address for notices: 1150 KY-393
LaGrange, KY 40031

PHYSICIAN GROUP ("Group"):

☒ Check if N/A

Full Legal Name _____

ATTN: _____

Address for notices: _____

EFFECTIVE DATE:

Date of the last signature on the attached and incorporated Terms and Conditions.

TERM:

One year, beginning on the Effective Date.

DISCIPLINE(S) (collectively, "Program"):

High School Academy

TERMS AND CONDITIONS – CLINICAL AFFILIATION AGREEMENT

1. BACKGROUND.

- A. Norton owns and operates adult and pediatric hospitals, medical offices, and laboratories throughout Kentucky and Indiana.
- B. Academic Institution is responsible for the training of students enrolled in the Program.
- C. The Program requires clinical experience as an integral part of training and education, and Norton and Group employ or contract with physicians and/or advanced practice providers who practice in the Program disciplines identified above.
- D. Academic Institution, Norton, and Group desire to cooperate in providing the clinical experience phase of the Program to students of Academic Institution (“Students”).
- E. If no Group is identified on the first page of this agreement, the term “Group” shall not apply hereto, and the parties shall disregard all references to it.

2. TERM AND TERMINATION.

- A. The initial term of this agreement shall be one year, commencing on the Effective Date. When the initial term expires, this agreement shall automatically renew for successive one-year periods unless terminated.
- B. In addition to any other termination rights in this agreement, any party may terminate this agreement upon written notice to the other parties if:
 - a. Another party is in material breach of any provision of this agreement and the breaching party has not cured the breach within 30 days of receipt of notice from the non-breaching party.
 - b. The business of another party is terminated or suspended.
 - c. An involuntary case, proceeding, or other action is commenced against another party seeking an order for relief against it as a debtor or to adjudicate it as bankrupt or insolvent or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property, and such case, proceeding, or action shall result in the entry of any order for relief against it or shall remain in effect or undischarged for a period of 60 days.
- C. Any party may terminate this agreement at any time and for any reason upon 60 days’ advance written notice to the other parties.

3. NORTON'S AND GROUP'S RESPONSIBILITIES.

- A. Norton and Group will accept Students for clinical educational experiences in the Program so long as the Students' placement has been mutually reviewed, planned, and arranged in advance. These clinical educational experiences shall be negotiated in accordance with the request period.
- B. Norton and Group shall each bear responsibility and accountability for client/patient care, subject to the provisions of Section 8 below.
- C. Both Norton and Group shall provide appropriate personnel to coordinate with Academic Institution to plan for Students' clinical educational experiences.
- D. Norton, Group, and Academic Institution shall agree in advance regarding the number of Students per clinical experience and the total number of clinical experiences on a case-by-case basis, to ensure adequate teaching and supervision of Students. Norton reserves the right to limit, modify, change, or reduce the number of clinical experiences and the number of Students per clinical experience at any time in its sole discretion. If Norton exercises that discretion, it shall use reasonable efforts to accommodate Students who have started a clinical rotation at Norton.
- E. Upon request from Norton, Academic Institution shall withdraw any Student whose conduct or performance is not in accordance with Norton's policies, procedures, or standards of performance.
- F. Group shall directly supervise Students at all times during educational experiences.
- G. Group shall ensure that each person involved in its obligations under this agreement possesses a current, valid license or certificate to practice in their health care field.

4. ACADEMIC INSTITUTION'S RESPONSIBILITIES.

- A. Academic Institution shall provide appropriate personnel to coordinate planning with Norton and Group.
- B. Academic Institution shall ensure that Students adhere to all applicable Norton policies, procedures, rules and regulations, including, without limitation, to the policies relating to Infection Control Requirements for Health Care Affiliates and Clinical Affiliations.
- C. Before the Student arrives onsite, and in accordance with the request period, Academic Institution will notify Norton in writing of its planned Student assignment schedule, including the dates and purpose of affiliation, Students' names, and the level of academic preparation. All schedules and assignments must be acceptable to both Norton and Group.
- D. Upon request, Academic Institution will provide information regarding the availability of and financial responsibility for emergency care for Students while on assignment, including follow-up to blood and body fluid exposures. The Student shall be advised by Academic Institution where to seek approved medical care prior to arrival at Norton. Neither Group nor Norton will be financially responsible for such medical care.

- E. Academic Institution will notify Norton immediately upon a change of status for any assigned Student, including without limitation termination, suspension, or probation.
 - F. Before any Student begins the clinical experience at Norton, Academic Institution shall conduct a search of the OIG-HHS Exclusion Database and the United States General Services Administration Exclusion Database and determine that no Student or Faculty/Instructor has been excluded from any Federal health care or procurement program. Academic Institution will perform this search at least annually for all Students assigned to Norton.
 - G. Before beginning the clinical experience, Students shall participate in and complete all compliance training Norton requires, including without limitation HIPAA compliance training and other components of Norton's Compliance Program as appropriate.
 - H. Students shall undergo annual compliance re-training as required for Norton employees.
 - I. Academic Institution shall conduct a background investigation on all Students participating in the clinical experience at Norton, including a criminal background check that complies with laws, regulations, and Norton policies and standard work instructions to ensure these individuals are suitable for a patient care environment. Upon request, Academic Institution shall provide written verification that a background investigation was conducted in compliance with the foregoing requirements and that all Students are suitable for work in a patient care environment.
 - J. Academic Institution agrees to require Students to comply with Norton policies regarding drug testing. Academic Institution shall ensure all Students have a drug screening test before onsite placement in the clinical experience at Norton, but not longer than 6 months in advance, and Academic Institution further agrees to maintain Students' negative drug screening tests and produce them to Norton upon request.
 - K. Academic Institution will only assign Students to Norton who have satisfactorily completed the prerequisite portion of the Program curriculum and who have the appropriate qualifications, certification, and licensure.
 - L. Students are not considered employees of Norton and will not be reimbursed for services rendered during the course of their clinical experiences.
 - M. Academic Institution shall ensure that Students wear a badge or other form of identification that includes, at a minimum, the Student's name and student role.
 - N. Academic Institution shall provide documentation of compliance with the requirements of this paragraph 4, including but not limited to, immunizations, TB screens, certificate of insurance, background checks, drug screens and licensure.
 - O. Academic Institution shall inform Students that they shall not submit for publication any material relating to the clinical experience without prior written approval from Norton. If Norton approves a request, Academic Institution and Norton shall execute a Data Use Agreement in a form determined by Norton.
5. **FERPA.** The parties shall comply with the Family Educational Rights and Privacy Act ("FERPA") in the

handling of educational records of Students enrolled in the Program. Employees and agents of each party may require access to another party's educational records in order to discharge their duties and obligations. Each party shall thoroughly orient their employees and agents regarding their respective obligations under FERPA and shall maintain their practices in strict accordance with its requirements. Except as necessary to satisfy their obligations under this agreement, the parties shall not authorize any further disclosure of Students' educational records to any other person or entity without first having received permission of the non-disclosing parties and prior written notice that the proposed disclosure complies with FERPA. Any such permitted disclosure shall be expressly conditioned on no further disclosure.

6. **NO REQUIREMENT TO REFER.** Nothing in this agreement nor any consideration in connection with it contemplates or requires the referral of any patient, and the benefits from this agreement in no way require, are contingent upon, or are intended to induce the admission or referral of any patients to Hospital, nor is this agreement intended to influence the judgment of any physician in choosing the medical facility appropriate for the proper treatment and care of their patients. There is no requirement that any party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for another party as a condition for receiving the benefits of this agreement.
7. **COMPLIANCE CERTIFICATION.** The parties agree to comply with and abide by all current and future laws, regulations, advisory opinions, policies, legal interpretations, and guidelines of all regulatory or governmental entities and agencies to which they are subject. The parties further agree to comply with all requirements of any applicable accreditation body. The parties shall maintain records of transactions involving each other in a confidential manner and promptly notify the other parties of any request, audit, or other access to such information by any regulatory or other entity or person. The parties shall conduct their business in a legal manner without conflict of interest.
8. **INDEMNIFICATION.**
 - A. Unless otherwise specified herein, Norton agrees to defend, indemnify, and hold Group and Academic Institution (including their respective parents, affiliates, officers, directors, trustees, agents, and employees) harmless from and against all claims, demands, liabilities, and costs incurred by Group and/or Academic Institution arising from or in connection with Norton's performance of any service or any other act or omission by Norton (including its officers, directors, trustees, agents, and employees). If any event occurs giving rise to a claim for indemnification under this Section 8(A), Norton shall be entitled to prompt written notice thereof from Group or Academic Institution, including a full disclosure of all facts and circumstances giving rise to the indemnification claim. Failure to give or delay in giving such notice shall not relieve Norton of any liability unless the defense or insurance coverage of the claim is prejudiced thereby.
 - B. Unless otherwise specified herein, Group agrees to defend, indemnify, and hold Norton and Academic Institution (including their respective parents, affiliates, officers, directors, trustees, agents, and employees) harmless from and against all claims, demands, liabilities, and costs incurred by Norton and/or Academic Institution arising from or in connection with Group's performance of any service or any other act or omission by Group (including its officers, directors, trustees, agents, and employees). If any event occurs giving rise to a claim for indemnification under this Section 8(B), Group shall be entitled to prompt written notice thereof from Norton or Academic Institution, including a full disclosure of all facts and circumstances giving rise to the

indemnification claim. Failure to give or delay in giving such notice shall not relieve Group of any liability unless the defense or insurance coverage of the claim is prejudiced thereby.

- C. Unless otherwise specified herein, if Academic Institution is a private institution, it agrees to defend, indemnify, and hold Group and Norton (including their respective parents, affiliates, officers, directors, trustees, agents, and employees) harmless from and against all claims, demands, liabilities, and costs incurred by Group and/or Norton arising from or in connection with Academic Institution's performance of any service or any other act or omission by Academic Institution (including its officers, directors, trustees, agents, and employees). If Academic Institution is a state institution, it agrees to be liable for its own acts and omissions to the fullest extent permitted by law. If any event occurs giving rise to a claim for indemnification under this Section 8(C), Academic Institution shall be entitled to prompt written notice thereof from Group and/or Norton, including a full disclosure of all facts and circumstances giving rise to the indemnification claim. Failure to give or delay in giving such notice shall not relieve Academic Institution of any liability unless the defense or insurance coverage of the claim is prejudiced thereby.

9. NON-DISCRIMINATION. The parties shall not discriminate against any individual in the performance of their obligations under this agreement on the basis of race, color, religion, national origin, ancestry, sex, age, handicap, disability, sexual orientation, or gender identity.

10. INSURANCE. Each party shall secure and maintain commercial general liability and professional liability insurance coverage each in an amount not less than \$1,000,000 annual and \$3,000,000 annual aggregate. These requirements may be satisfied by a program of self-insurance. Each party shall furnish proof of such coverage at another party's request.

11. CONFIDENTIALITY. Academic Institution agrees to maintain the confidentiality of all patient medical records and information as well as business, operational and financial records and information belonging or relating to Norton and Group. Such confidential patient and business information shall be used by Academic Institution solely for the purpose of fulfilling its duties and responsibilities under this agreement. Upon request, Academic Institution and its employees, agents, and/or Students shall execute a Confidentiality Oath prepared by Norton. The obligations in this Section 11 shall survive the expiration or termination of this agreement.

12. ACCESS TO BOOKS AND RECORDS. For a period of four years after the provision of services under this agreement, each party shall make available to the Secretary, United States Department of Health and Human Services and the United States Comptroller General, and their representatives, a copy of this agreement and such books, documents, and records that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of this agreement through a subcontract worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that party. Each party shall immediately notify the other parties if it receives any such request for this agreement or any other books, documents, and records.

13. INDEPENDENT CONTRACTOR STATUS. Nothing in this agreement is intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting this agreement's provisions. No party, nor any of their respective officers, directors, trustees, employees, or agents shall have the authority to bind the other or shall

be deemed or construed to be the agent, employee, or representative of the other except as may be specifically provided herein. No party, nor any of their employees or agents shall have any claim under this agreement or otherwise against another party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay, or any other employee benefits of any kind.

14. PRIVACY OF INFORMATION. The parties agree to comply with all requirements under federal law and regulations relating to confidentiality, privacy and security of patient information, including without limitation to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

15. EQUAL OPPORTUNITY CLAUSE. The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disability.

16. MISCELLANEOUS PROVISIONS.

- A. Governing Law and Jurisdiction. This agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles. The parties hereby consent to the jurisdiction of state or federal courts located in Jefferson County, Kentucky.
- B. Severability. If any provision of this agreement shall be found to be unenforceable or illegal for any reason, the remainder of this agreement shall remain in full force and effect.
- C. Change in Legal or Regulatory Circumstances. The parties shall have the right to terminate or unilaterally amend this agreement without liability as necessary to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation, or licensure that invalidates or is inconsistent with this agreement, would cause a party to be in violation of the law, jeopardizes any party's tax-exempt status, jeopardizes the tax-exempt status of any bonds issued for any party's benefit, or jeopardizes any party's good standing status of licensure, accreditation, or participation in any federally-funded health care program, including Medicare and Medicaid.
- D. Assignment. Neither this agreement nor any rights or duties under this agreement may be assigned by any party, except by a writing signed by authorized representatives of all parties.
- E. Notices. All notices and other communications required or permitted under this agreement shall be in writing and shall be delivered at the addresses listed on the first page of this agreement. Notice shall be deemed given and received when it is delivered by hand, courier, overnight delivery service, or facsimile; or deposited in the United States mail, postage prepaid, return receipt

requested. The requirements of this Section 16(E) shall survive the termination or expiration of this agreement.

- F. Headings. The headings contained in this agreement are for reference only and should not affect the agreement's meaning or interpretation.
- G. Waiver. Any party's waiver of a breach or default under any term or provision of this agreement, by course of dealing or otherwise, shall not be deemed a waiver of any other breach or default under the same or any other provision of this agreement. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition contained herein or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this agreement, but each and every covenant, condition, agreement, and term of this agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- H. No Third-Party Beneficiaries. Nothing in this agreement shall be construed as creating or giving rise to any rights in any third parties or persons other than the parties to this agreement.
- I. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to its subject matter, and it supersedes any prior discussions or written agreements of the parties.
- J. Invalidity or Unenforceability of Particular Provisions. Except as otherwise stated herein, the invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- K. Charitable Purposes. The parties acknowledge that they have entered into this agreement after arms' length negotiations in furtherance of Norton's charitable purposes. If at any time it is determined by Norton's legal counsel that any provision of this agreement could be deemed by the Internal Revenue Service to be inconsistent with Norton's charitable purposes, the parties may modify such provision, including any payment or benefits provisions, in a manner designed to eliminate such inconsistency. Norton's modification shall be made after written notice to Group and Academic Institution.

***** SIGNATURE PAGE FOLLOWS *****

Accepted and agreed:

NORTON HEALTHCARE, INC.,
its affiliates, and its subsidiaries

Kimberly Tharp-Barrie
Senior Vice President and System Chief Nursing Officer

Date Signed

OLDHAM COUNTY HIGH SCHOOL

By: _____

Its: _____

Date Signed