


**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:**           **DATE:** July 12, 2024

**TOPIC/TITLE:** University of Kentucky Education Agreement

**PRESENTER:** Tracey Francis 

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING:            (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

**BACKGROUND INFORMATION:**

We have a memorandum of agreement with UK to support practicum and student placements with speech language pathologists

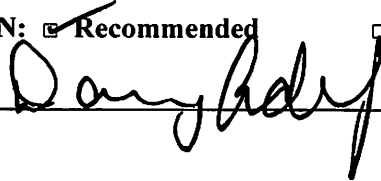
**SUMMARY OF MAJOR ELEMENTS:**

Proceeding with putting in place an education rotation in our facility for UK's Communication and Speech Disorders program.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended             Not Recommended



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CLINICAL EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND  
WOODFORD COUNTY PUBLIC SCHOOLS

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I. INTRODUCTION:

This Agreement is between the University of Kentucky for the use and benefit of its College of Health Sciences, College of Nursing, and College of Pharmacy, hereinafter known as "University," and Woodford County Public Schools, hereinafter known as "AFFILIATE", located at 330 Pisgah Pike, Versailles, KY 40383, regarding an affiliation for cooperative pursuit of their respective goals entered into this 1st day of August, 2024.

II. PURPOSE:

Both parties recognize that they share the mutual goals of high quality patient care, excellence in health professions education and continuing education for health care professionals, as well as development of better systems of health care delivery and community service.

III. OBJECTIVES:

Both parties recognize that their responsibilities and abilities vary in each of the above areas. They agree to cooperate in those areas where such mutual cooperation will aid in the accomplishment of these goals. This Agreement provides a means for improved communication between the respective institutions and for better coordination of the efforts of the institutions in accomplishing mutual objectives.

IV. HEALTH PROFESSIONS EDUCATION:

- A. AFFILIATE agrees to accept students of UNIVERSITY in various specialties and in numbers as mutually agreed upon by AFFILIATE's administrator and UNIVERSITY.
- B. AFFILIATE agrees to utilization of its facilities and patients and to provision of staff supervision for health professions education as agreed herein.
- C. Specific guidelines covering health professions education will be developed by and between AFFILIATE and UNIVERSITY.
- D. Student rotations may be terminated by either party for just cause. To assist UNIVERSITY in its due process obligations to a student removed from the program by AFFILIATE, AFFILIATE agrees to provide a written statement of the reason(s) for the termination.

E. All students are responsible for their own injuries or illnesses. AFFILIATE will make available to students' emergency treatment at each student's expense.

V. CONTINUING EDUCATION:

A. AFFILIATE will work cooperatively with UNIVERSITY to develop and implement continuing education courses sponsored by UNIVERSITY and will encourage local, regional, and state health professionals to attend.

B. The UK HealthCare Continuing Education Office agrees to work collaboratively with AFFILIATE regarding content of continuing education courses and the scheduling of selected courses.

C. Programs mutually developed by the UK HealthCare of Continuing Education Office and AFFILIATE may involve costs to AFFILIATE and/or participants. The costs and registration fees established for such programs will be mutually agreed upon by both parties.

VI. RISK MANAFEMENT:

A. The AFFILIATE'S Administrator and UNIVERSITY'S Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a UNIVERSITY student, resident, or faculty member is involved with said patient's care.

VII. EQUAL OPPORTUNITY:

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

VIII. LIABILITY:

A. The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 seq for the recovery of tort claims made against the University of Kentucky, its agents, officers or employees. The University of Kentucky is self- insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or

judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the University of Kentucky or its agents. Agents of the University of Kentucky include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, the University of Kentucky maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

- B. AFFILIATE shall maintain professional liability insurance for itself, agents, officers and employees in amounts not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY, upon mutual agreement of AFFILIATE. Such insurance coverage may be maintained through a self-insurance trust. Such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by UNIVERSITY from time to time, provide evidence of such insurance acceptable to UNIVERSITY.

IX. HEALTH REQUIREMENTS:

The UNIVERSITY requires students and residents to be in compliance with all current University of Kentucky immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to AFFILIATE or its facilities.

X. CORPORATE COMPLIANCE:

AFFILIATE affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that AFFILIATE is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, AFFILIATE will notify the Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 330, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, UNIVERSITY shall immediately terminate this Agreement upon written notice.

Additionally, AFFILIATE affirms that it is aware that UNIVERSITY operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. AFFILIATE has been informed that a copy of the UNIVERSITY compliance plan is on file in the Purchasing Office or can be viewed online at <http://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. AFFILIATE recognizes that it is under an affirmative obligation under the plan to

immediately report to UNIVERSITY'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UNIVERSITY agent or employee which AFFILIATE believes, in good faith, violates an ethical, professional or legal standard. It is understood that should AFFILIATE be found to have violated this obligation or any other applicable provision of the UNIVERSITY compliance plan, UNIVERSITY may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

XI. HIPAA:

A. Both Parties will comply with all applicable laws, rules and regulations. Without limiting the foregoing, both Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, received, maintained or transmitted by UNIVERSITY pursuant to, or in connection with, the performance of UNIVERSITY'S obligations under this Agreement.

XII. PERSONAL INFORMATION SECURITY:

A. To the extent AFFILIATE receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of Agency or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Agency abides by the requirements set forth in that exception; (iv) cooperating with UNIVERSITY in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by AFFILIATE; and (vi) at UNIVERSITY's

discretion and direction, handling all administrative functions associated with notification, investigation and mitigation

**XIII. TERM OF THE AGREEMENT:**

- A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Vice President for Clinical Academic Affairs or designated reviewer, and AFFILIATE's designated reviewer. The duration of the agreement shall be continuous.
- B. This agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this agreement.
- C. This agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.
- D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their clinical program with AFFILIATE.

**XIV. NO AGREEMENT TO REFER:**

Notwithstanding anything contained herein to the contrary, the parties agree that neither party nor any other person has agreed to make any referral (and neither party nor any other person shall hereafter have any obligation to make any referral). Nor will either party or any other person receive or be entitled to receive any compensation from the other for any referral and the services provided shall at no time be subject to any unlawful agreement, whatsoever arising, express or implied, with respect to the referral of any patient or patients to any person or entity for the provision of health care services.

**XV. FERPA:**

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XVI. NOTICES:

Whenever any notice, demand or consent is required by the terms of this agreement, it shall be delivered by mail, postage prepaid to the following address:

Affiliate: Woodford County Public Schools  
330 Pisgah Pike  
Versailles, KY 40383

University: Director of Strategic Healthcare Contracting  
University of Kentucky  
900 South Limestone, Room  
Lexington, KY 40506-9983

XVII. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVIII. MISCELLANEOUS:

A. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

B. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

C. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

D. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XIX. SIGNATURES:

In Testimony whereof, Witness the duly authorized signatures of the parties hereto to the duplicate originals.

UNIVERSITY OF KENTUCKY

WOODFORD COUNTY PUBLIC  
SCHOOLS

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Robert S. DiPaola, MD  
Provost



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Tracey Francis  
Director of Special Education