


**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 29, 2025

TOPIC/TITLE: Affiliation Agreement with University of Kentucky Hospital for Student Internships

PRESENTER: Ryan Asher 

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:

WCHS has been working in collaboration with University of Kentucky Hospital to establish a Careers in Healthcare Internship Program next year for WCHS students. This opens up a new opportunity for our students as this level of medical internship has not been offered previously. This also serves as a workforce development for the medical field in Versailles and Woodford County.

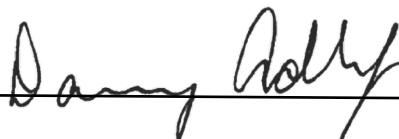
SUMMARY OF MAJOR ELEMENTS:

The purpose of this Affiliation Agreement is to define the relationship between the Woodford County Public School (WCPS) and the University of Kentucky Hospital in providing an internship program for the 2025-2026 school year.

IMPACT ON RESOURCES: Responsibilities are outlined in the Agreement. There are no associated costs for WCPS. Any needs that may come up will be funded with CTE Supplemental funds.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of April, 2025, by and between the UNIVERSITY OF KENTUCKY, an agency and instrumentality of the Commonwealth of Kentucky (hereinafter referred to as "HOSPITAL"), and the BOARD OF EDUCATION OF WOODFORD COUNTY, KENTUCKY (hereinafter referred to as "SCHOOL"), and provides:

WITNESSETH:

WHEREAS, SCHOOL offers a program of instruction in various career based education programs listed in Exhibit A attached hereto, and SCHOOL desires to offer as a part of the curriculum practical experience in a clinical setting; and

WHEREAS, HOSPITAL operates acute-care facilities in Lexington, Kentucky and is capable of providing students practical experience; and

WHEREAS, SCHOOL and HOSPITAL 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, HOSPITAL and SCHOOL agree as follows:

1. **TERM AND TERMINATION.** This Agreement is in effect for five (5) years, commencing on April 3, 2025 and shall continue in effect until April 2, 2030. Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement; provided, however, that students enrolled at the time of termination shall be allowed to complete the clinical learning experience in which they are involved.
2. **SCHOOL RESPONSIBILITIES.**
 - A. SCHOOL will develop the curriculum to be used in the educational program as appropriate, including the instruction portion and the clinical learning experience portion of the curriculum.
 - B. SCHOOL will provide qualified instructors who will cooperate with HOSPITAL personnel to supervise students during clinical learning experiences. SCHOOL shall provide HOSPITAL documentation of the competence of such instructors, as required by the Joint Commission.
 - C. SCHOOL will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.

- D. SCHOOL will coordinate student assignments with the appropriate clinical supervisor.
- E. SCHOOL will inform all participating students of the content of the “Statement of Understanding” and will require all students to sign the Statement prior to commencing the clinical learning experience. A sample of the “Statement of Understanding” is attached hereto as Exhibit B. Such statement, once signed by student, shall become part of this Agreement, incorporated by this reference as if fully set forth herein.
- F. SCHOOL will inform participating students that they will be required to submit to HOSPITAL prior to commencing the clinical learning experience the following documentation:
 - i. Evidence of Medical Health Insurance (coverage must be in effect during any clinical rotation).
 - ii. Recent TB risk assessment, TB test, chest x-ray, or history of any treatment for TB disease. TB test must be from a health department, other hospitals’ employee health program, the military, or other clinic where TB testing is performed frequently (Occupational Medicine Clinic). Acceptability of TB test provider shall remain in HOSPITAL’s sole discretion. The TB documentation must include the date given, the date read, and the reading in millimeters. It must also be signed by the clinician who performed the read test. If positive, include the physician documentation of the positive test and negative chest x-ray. If student has history of prior positive TB test, all documentation about the positive test, follow up evaluations (including chest x-rays), and any other treatment must be provided to HOSPITAL.
 - iii. Written documentation of the individual’s history for measles, mumps and rubella (MMR). The following are acceptable forms of documentation: (i) Documentation of two MMR vaccines, with the first dose having been given at age 12 months or older; (ii) Documentation by a physician of having had MMR disease; or (iii) Documentation of protective rubeola, rubella and mumps titers (if one titer is negative student must receive a booster and have titer rechecked). If there is a medical reason an individual cannot receive an MMR vaccine, physician documentation acceptable to HOSPITAL must be provided.
 - iv. Written documentation of immunization with the varicella vaccine or documentation of a positive antibody titer.
 - v. Written documentation of immunization with the Tdap (tetanus, diphtheria, pertussis) vaccine.

vi. Written documentation of the hepatitis B vaccine with positive titer or documented refusal. If providing documentation of vaccination, evidence of all 3 doses must be provided.

vii. All students and faculty at HOSPITAL facilities between October 1 and March 31 must provide proof of a seasonal influenza vaccination for that year; the vaccine shall not be required of those with medical contraindication to the vaccine or a religious objection as defined by the Americans with Disabilities Act.

viii. All documentation needing to be submitted to meet the requirements of this Section 2(F) shall be submitted to HOSPITAL prior to the commencement of any rotation, in a form acceptable to HOSPITAL, the acceptability of which shall be in HOSPITAL's sole discretion. SCHOOL shall comply with all HOSPITAL rules and regulations regarding the submission of documents to meet the requirements imposed by Section 2(F) of this Agreement.

ix. HOSPITAL reserves the right to revise or issue new health requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to SCHOOL at the address designated in the Notice section of this Agreement. SCHOOL's students, whether new or already on rotation at HOSPITAL, shall be given thirty (30) days from the date notice is sent to SCHOOL to come into compliance with any new or revised health requirement.

3. HOSPITAL RESPONSIBILITIES.

- A. HOSPITAL will provide appropriate learning experiences as may be consistent with the purposes of his Agreement.
- B. HOSPITAL will not assign students to clinical learning experiences in a manner which would permit students to replace employees.
- C. 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.
- D. HOSPITAL shall retain ultimate responsibility for patient care.

4. **GENERAL.**

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of the SCHOOL are not employees or agents of HOSPITAL 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 SCHOOL 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 that 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. **RESPONSIBILITY FOR PATIENT CARE:** The HOSPITAL 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 HOSPITAL and/or the direct or indirect care of patients.
- E. **MEDICAL RECORDS:** The parties understand the HOSPITAL expects to prepare and maintain medical records for all patients treated by HOSPITAL physicians or staff upon the premises. All such medical records shall be the exclusive property of the HOSPITAL, except only to the extent of the rights of the patients therein. The parties hereto understand and agree that all medical records are privileged and confidential. Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.
- F. **INSURANCE:** SCHOOL agrees to maintain professional liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. SCHOOL

agrees, prior to the initiation of the clinical rotation, to provide a Certificate of Insurance evidencing such coverage. SCHOOL warrants that participating students are covered parties. The insurance coverage will provide that HOSPITAL shall receive thirty (30) days written notice prior to cancellation or material change.

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 et seq. for the recovery of tort claims made against the University, 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 upon health care services rendered or which should have been rendered by the University or its agents. Agents of the University 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 maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

G. **TERMINATION OF STUDENT PARTICIPATION:** The parties agree that HOSPITAL may terminate a student's clinical education experience at any time for any cause deemed sufficient by the HOSPITAL, provided, however, that HOSPITAL shall not act arbitrarily and the students will be given an opportunity to be heard prior to being terminated from the clinical educational experience.

H. **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 prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

HOSPITAL: Executive Director of Strategic Healthcare
Contract Initiatives
University of Kentucky
317 Charles T. Wethington Building
900 South Limestone Street
Lexington, KY 40536-0200

SCHOOL: Board of Education of Woodford County, Kentucky
330 Pisgah Road
Versailles, KY 40383

I. **GOVERNING LAW:** This Agreement shall be governed and interpreted according to the laws of the Commonwealth of Kentucky.

- J. **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.
- K. **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.
- L. **RISK MANAGEMENT:** SCHOOL's administrator and HOSPITAL'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 as SCHOOL student or instructor is involved with said patient's care.
- M. **CORPORATE COMPLIANCE:** SCHOOL 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 SCHOOL is excluded from participation, or becomes otherwise ineligible to participate in any such program, SCHOOL will notify the University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, KY 20517 in writing, by certified mail within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, HOSPITAL shall immediately terminate this Agreement upon written notice.

Additionally, SCHOOL affirms that it is aware that HOSPITAL operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-Line. SCHOOL has been informed that a copy of the compliance plan is on file in the Purchasing Office or can be viewed online at <https://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. It is understood that should SCHOOL be found to have violated HOSPITAL's compliance plan, HOSPITAL can, at its sole discretion, terminate this Agreement immediately upon written notice. SCHOOL recognized that it is under an affirmative obligation to immediately report to HOSPITAL's Corporate Compliance Officer through the Comply-Line at 1-877-898-6072, in writing, or directly at (859)323-8002 any actions by an agent or employee of HOSPITAL which SCHOOL believes, in good faith, violates an ethical, professional or legal standard.

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.

N. **PERSONAL INFORMATION SECURITY:** To the extent that either party receives Personal Information of the other 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"), the breached party shall secure and protect the other party's Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as those detailed in KRS 61.932(1)(b) and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; (iii) notifying the unbreached party of a security breach relating to Personal Information in the possession of the breached party 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 the breached party abides by the requirements set forth in that exception; (iv) cooperating with the unbreached party 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 the breached party; and (vi) at the unbreached party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

O. **ELECTRONIC STORAGE/SIGNATURE:** The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, 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 paragraph, an "electronically transmitted signature" means a manually signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an email message.

P. **AUTHORIZATION FOR AGREEMENT:** The individuals executing this Agreement on behalf of the parties hereby represent and warrant that the execution,

delivery and performance of this Agreement has been approved by all requisite corporate or governmental action and such individuals have been duly authorized to execute and deliver this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first mentioned above.

UNIVERSITY OF KENTUCKY

**BOARD OF EDUCATION OF
WOODFORD COUNTY, KENTUCKY**

Robert S. DiPaola, MD
Provost

Signatory
Title (please print) _____

EXHIBIT A

EXHIBIT B
STATEMENT OF UNDERSTANDING

I, _____, by signing the Statement of Understanding, do hereby represent that I have read and understand the following:

1. The program in which I am enrolled requires a period of assigned guided clinical experiences in facilities other than school
2. The clinical experiences will be assigned for their educational value. Thus, I will not be entitled to any wages, workers' compensation or benefits, either from the SCHOOL or from the HOSPITAL.
3. While in the HOSPITAL's facilities, I will conduct myself in accordance with its rules, policies, procedures and regulations. Further, I will be subject to the supervision of both HOSPITAL personnel and SCHOOL faculty.
4. I understand that neither the HOSPITAL nor the SCHOOL are responsible for injuries which I incur solely as a result of my own negligence. I acknowledge that the SCHOOL has encouraged me to acquire personal medical and hospitalization insurance.
5. I have read and agreed to the SCHOOL's policies rules and regulations related to the program for which I have enrolled.
6. I understand that information regarding patients or former patients is confidential and is to be used only for clinical purposes. I agree to maintain permanently the confidentiality of all patient information obtained during my clinical experience.
7. I understand that the educational experience in which I am involved will in no way entitle me to a job at the HOSPITAL.
8. I understand that any action on my part which is not fully consistent with the above statements may warrant my removal from the clinical experience at the HOSPITAL.

I have read and understand the above statements and accept them as conditions of my enrollment and participation.

Student _____

Parental Guardian

Date _____

Date _____