

EDUCATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND  
\_\_\_\_\_

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This education agreement (the “Agreement”) between the University of Kentucky, hereinafter known as “UNIVERSITY”, and \_\_\_\_\_, hereinafter known as “AFFILIATE”, located at \_\_\_\_\_, regarding an affiliation agreement for cooperative pursuit of their respective goals, is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2020.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students in various fields of study. It defines the basis on which AFFILIATE will supervise students assigned to non-clinical experiences within said AFFILIATE. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. UNIVERSITY DIVISIONS

UNIVERSITY is divided into several Colleges, Departments and Divisions comprised of students pursuing degrees in various fields of study. Prior to a student from one of the UNIVERSITY’s divisions accepting a rotation at AFFILIATE or any of its facilities, the parties hereto shall execute an addendum to this Agreement setting forth any additional terms that may be required by either the division or its accrediting organization.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign student subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the education program at AFFILIATE.
- I. Withdraw any student from the educational experience at the request of AFFILIATE if the student's performance is unsatisfactory.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.
- B. Provide education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic level of assigned students.

C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

D. Request the UNIVERSITY to withdraw the student from the assigned education experience, when his/her conduct of performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

## VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

A. Be permitted AFFILIATE holidays.

B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.

C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

D. Be responsible for following administrative policies of the AFFILIATE.

E. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.

F. Be responsible for his/her own housing during education assignments.

G. Be subject to the rules and regulations of the AFFILIATE.

H. Not be considered an employee of the AFFILIATE, but a student participating in the practical education phase of his/her professional education.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

VIII. 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.

IX. LIABILITY

The UNIVERSITY 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 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 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, UNIVERSITY maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of 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. The policy of insurance shall provide that 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 the UNIVERSITY from time to time, provide evidence of such insurance acceptable to the UNIVERSITY.

X. RISK MANAGEMENT

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.

XI. 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. §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 University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, KY 40517, 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, the 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 day a week compliance Comply-Line. AFFILIATE has been informed that a copy of UNIVERSITY's compliance plan is on file in its Purchasing Office or can be viewed online at <http://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 AFFILIATE be found to have violated UNIVERSITY's compliance plan UNIVERSITY can, at its sole discretion, terminate this Agreement upon written notice. AFFILIATE recognizes that it is under an affirmative obligation to immediately report to UNIVERSITY's Corporate Compliance Officer through the Comply-Line at 877-898-6072 or 859-323-8002 any actions by an agent or employee of the UNIVERSITY which AFFILIATE 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 of 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.

XII. HEALTH REQUIREMENTS

The UNIVERSITY require students to be in compliance with all current UNIVERSITY immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to facility.

XIII. PERSONAL INFORMATION SECURITY

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 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 AFFILIATE 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 AFFILIATE 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.

XIV. NOTICE

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 addresses:

If to AFFILIATE:

If to UNIVERSITY:

University of Kentucky  
Office of Strategic Healthcare Contracting  
317 Charles T. Wethington Building 900  
South Limestone Street  
Lexington, KY 40536-0200

XV. ELECTRONIC STORAGE AND SIGNATURES

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, 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.

XVI. HIPAA

Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the 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.

XVII. 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.

XVIII. 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.

XIX. 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 this 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 program with AFFILIATE.

## XX. MISCELLANEOUS

A. This Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

B. 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.

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

D. 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.

E. 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.

## XXI. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

UNIVERSITY OF KENTUCKY

Agency Name

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Robert S. DiPaola, MD  
Vice President for Clinical Academic  
Affairs

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Signature Authority for Agency  
Title

DO NOT USE