

**COOPERATIVE INTERNSHIP AGREEMENT  
BETWEEN  
UNIVERSITY OF KENTUCKY  
AND  
LEXINGTON-FAYETTE  
URBAN-COUNTY  
GOVERNMENT DIVISION OF  
PARKS AND RECREATION**

This internship agreement (“Agreement”) is by and between the University of Kentucky, College of Fine Arts, School of Music for its Music Therapy Program (“DIVISION”) and Lexington-Fayette Urban-County Government Division of Parks and Recreation (“FACILITY”) located in Lexington, KY.

**I. PURPOSE:**

This Agreement made and entered into this 15<sup>th</sup> day of March 2020, establishes an agreement between the above parties to cooperate in the implementation of cooperative internship experience opportunities for music therapy students. It defines the basis on which FACILITY will serve as an internship site for the DIVISION students and on which the FACILITY will supervise students assigned for experiences within said FACILITY. The scope of the Agreement is focused on the general activities and the assignment of responsibility between the parties.

**II. SCHEDULE OF ACTIVITIES:**

The scheduling of activities for students will be in accordance with the schedule of courses at the DIVISION and the FACILITY, and will be explored and planned with the appropriate personnel of FACILITY. 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 DIVISION and FACILITY will mutually agree upon the number of students assigned to FACILITY and times of activity.

**III. DIVISION RESPONSIBILITIES:**

DIVISION shall:

- A. Notify the FACILITY of the number of students and the internship periods.
- B. Reserve the right to revoke any assignment prior to the student’s entry into the internship at FACILITY.
- C. Assign only such students as are, to the extent of the DIVISION’S knowledge, in good health at the time of reporting for assignment to FACILITY.
- D. Forward to FACILITY, if wanted, a summary of the student’s training and experience to include at a minimum information on the student’s general health, related education, and experience.
- E. Appoint a Course Director who will be the liaison representative for the DIVISION.
- F. Immediately notify the FACILITY in writing of any change, or proposed change, of the Course Director.

- G. Provide a statement of philosophy and the objectives of curricular and education.
- H. Consider suggestions from FACILITY regarding curriculum improvement.
- I. Assign students subject to the availability of the FACILITY'S personnel for teaching and supervision.
- J. Withdraw the student from the education experience at the request of the FACILITY if the student's conduct or performance is unsatisfactory.

**IV. FACILITY RESPONSIBILITIES:**

FACILITY shall:

- A. Provide internship experiences as stated in the objectives and philosophy of the DIVISION and supervision appropriate to the academic level of assigned students.
- B. Provide the physical facilities and other equipment necessary for the educational experiences.
- C. Request the DIVISION to withdraw the student from the assigned educational experience, when his/her conduct or performance is deemed unsatisfactory.
- D. Complete applicable forms requested by the DIVISION relating to student evaluation, information regarding the teaching site, etc.
- E. Allow the student adequate time during the experience to complete any course assignments as stated in the course syllabus by the Course Director.
- F. Provide proper and appropriate FACILITY orientation to students.

**V. STUDENT RESPONSIBILITIES:**

STUDENT shall:

- A. Be permitted all FACILITY holidays.
- B. Have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.
- C. Provide medical insurance or other financial means to cover expenses which may arise as the result of illness or injury occasioned during the period of the internship at the FACILITY, acknowledging that since the student is not an employee of the DIVISION or the FACILITY, the student is not protected by Worker's Compensation, and neither the FACILITY nor the DIVISION assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the DIVISION or FACILITY or any of its agents.
- D. Complete health forms requested by the FACILITY including documentation of required immunizations.

- E. Be responsible for following the administrative policies of the FACILITY.
- F. Complete all FACILITY orientation procedures including background checks as necessary.
- G. Notify the FACILITY of the intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.
- H. Be responsible for his/her own housing during internship assignments.
- I. Be subject to the rules and regulations of the FACILITY.
- J. Follow expected protocol and complete course assignments pertaining to this internship as stated in the course syllabus by the Course Director.
- K. Maintain confidentiality regarding client history or records, health status or treatment procedures of the facility.

**VI. FINANCE**

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

**VII. EQUAL OPPORTUNITY:**

The University of Kentucky is an equal opportunity employer and the other party to this Agreement agrees not to discriminate in regard to race, color, creed, age, sex, national origin, religion or disability.

**VIII. LIABILITY:**

The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the DIVISION, 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 DIVISION or its agents. Agents of the DIVISION 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, DIVISION maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students, and residents.

FACILITY is an Urban-County Government, organized and governed under chapter 67A of the Kentucky Revised Statutes and is self-insured.

**IX. RISK MANAGEMENT:**

The FACILITY administrator and UK's Office of Risk Management will inform each other of any lawsuit which is threatened, or any client care event which causes or contributes to injury or death, and could result in a lawsuit, if a University of Kentucky student, resident, or faculty member is involved with said patient's care.

**X. CORPORATE COMPLIANCE:**

As it applies to clinical sites and only to clinical sites, FACILITY 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 FACILITY is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this Agreement, FACILITY will notify the University of Kentucky Chandler Medical Center, hereinafter "UKCMC", Office of Compliance, 2333 Alumni Park Plaza, Lexington, Kentucky 40507 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, the University of Kentucky shall immediately terminate this Agreement upon written notice.

Additionally, FACILITY affirms that it is aware that UKCMC 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. FACILITY has been informed that a copy of the UKCMC compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/about/staff/corporate-compliance/Program-Manual.aspx> and is encouraged to review the plan from time to time during the term of this Agreement. It is understood that should FACILITY be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. FACILITY recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing, or directly (859) 323-8002 any actions by an agent or employee of UKCMC which FACILITY believes, in good faith, violate 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 creditably 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. TERMS OF THE AGREEMENT:**

1. This Agreement shall be effective from the date of its execution and shall be reviewed annually by DIVISION'S designated reviewer and FACILITY. The duration of the Agreement shall be continuous.
2. This Agreement is subject to mutually agreed upon modification. Such modifications will be added as attachments to this document.

3. This Agreement may be terminated by either party provided written notice is sent to the other party ninety (90) days prior to the proposed date of termination.

**XII. PERSONAL INFORMATION**

To the extent FACILITY 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”), FACILITY 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 DIVISION’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying DIVISION of a security breach relating to Personal Information in the possession of FACILITY 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 FACILITY abides by the requirements set forth in that exception; (iv) cooperating with DIVISION 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 FACILITY; and (vi) at DIVISION’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**XIII. SIGNATURES:**

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

APPROVED BY:

University of Kentucky

Lexington-Fayette Urban-County  
Government, Division of Parks and  
Recreation

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David W. Blackwell  
Provost

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Linda Gorton  
Mayor

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Mark Shanda  
Dean, College of Fine Arts