

**EDUCATIONAL AFFILIATION AGREEMENT
BY AND AMONG
SAINT JOSEPH HEALTH SYSTEM, INC.,
KENTUCKYONE HEALTH MEDICAL GROUP, INC.,
FLAGET HEALTHCARE, INC.
AND
Lexington-Fayette Urban County Government**

This Educational Affiliation Agreement (“Agreement”) is made and entered into this 1st day of March, 2024, by and among **Saint Joseph Health System, Inc. d/b/a CHI Saint Joseph Health, KentuckyOne Health Medical Group, Inc. d/b/a CHI Saint Joseph Medical Group, Flaget Healthcare, Inc. d/b/a CHI Saint Joseph Health - Flaget Memorial Hospital**, all of which are nonprofit Kentucky corporations (collectively, "Hospital") and **Lexington-Fayette Urban County Government** ("Sponsoring Institution").

PREMISES

WHEREAS, Hospital owns and operates licensed health care facilities known as Saint Joseph Hospital, Saint Joseph East, Saint Joseph Mount Sterling, Saint Joseph Berea, Saint Joseph London, Saint Joseph Jessamine, and Flaget Memorial Hospital as well as physician practices in Central and Eastern Kentucky (“Facilities”). These Facilities provide various health care services to their patients and have an interest in supporting various educational programs for the development of health care professionals and have agreed to provide administrative and clinical staff and facilities for the training of these health care professionals who are Students at Sponsoring Institution (“Student(s)”) and who require clinical rotations in order to complete their professional development; and

WHEREAS, Sponsoring Institution, through its educational program, has the responsibility for the training of Students (hereinafter "Students") who are already enrolled in the program(s) described in Attachment C (“Program(s)”) at Sponsoring Institution and who require clinical rotations in order to complete their professional development; and

WHEREAS, Hospital and Sponsoring Institution enter into this Agreement for the purpose of affording Students the opportunity to participate in these clinical rotations with patients of Hospital and to provide Sponsoring Institution and its Faculty (“Faculty”) with a site for the education of these Students.

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

1. RESPONSIBILITIES OF SPONSORING INSTITUTION

1.1 Preparation and Supervision of Students. Sponsoring Institution shall provide the necessary preparatory instruction and overall supervision for the Students to ensure proper application of principle and theory during the clinical rotation, and shall provide Students who are acceptable to Hospital for participation in the clinical rotation.

1.2 Policies and Procedures. Sponsoring Institution shall become familiar with the Hospital, its policies, procedures and standards, including but not limited to, the policy for dress and conduct so as to ensure that Faculty and Students comply with the requirements of Hospital.

1.3 Program Coordinators. Sponsoring Institution shall recommend Students and certain Faculty to the Hospital's Clinical Education Coordinator ("Coordinator") who shall be responsible for coordinating the clinical rotation for the Hospital and for working with designated Hospital employees and/or staff who may provide daily direction to individual Students. It is understood these individuals will serve in the capacity of non-tenured Faculty with all attendant privileges thereto.

1.4 Planning Program. Sponsoring Institution shall be responsible for planning the clinical rotation, including the schedule for classes, subject material and course objectives in consultation with the Hospital's Coordinator.

1.5 Cooperation. Sponsoring Institution shall cooperate with the Hospital's Coordinator so as to facilitate optimum Student education and training while simultaneously ensuring the patient care mission of the Hospital.

1.6 Performance Evaluation. Sponsoring Institution shall continuously monitor and evaluate the performance of each Student and shall remove any Student who is not competent or qualified to participate in the clinical rotation. Furthermore, Sponsoring Institution shall cooperate with the Hospital in matters of Student discipline when the welfare of the Hospital, its employees, patients, visitors, Medical Staff, or volunteers has been or will be jeopardized and shall assist Hospital in the immediate removal of any Student for whom the Hospital has determined, through its Coordinator, acted in an incompetent, negligent or careless manner, or who is unable to continue to participate in the clinical rotation for reasons of health, performance or other reasonable cause.

1.7 Insurance. Sponsoring Institution shall secure and maintain during the term of this Agreement from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher, government self-insurance pool, or government self-retention fund with comprehensive general and professional liability insurance, and property damage insurance providing minimum limits of liability as follows:

Comprehensive General Liability:	\$1,000,000/\$1,000,000
Medical-Professional Liability:	\$1,000,000/\$3,000,000
Property Damage Insurance:	\$1,000,000

Sponsoring Institution shall provide insurance to Students which meets such requirements or shall require all Students to possess professional liability insurance coverage prior to the

initiation of the clinical rotation and to require Student to provide a copy of the policy to the Hospital upon request. Upon request by Hospital, Sponsoring Institution shall provide a certificate of insurance evidencing such coverage of the Sponsoring Institution. Sponsoring Institution immediately shall notify Hospital of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

1.8 Student Health. Sponsoring Institution shall require all Students, and any Faculty who will be on-site at Hospital to comply with the immunization checklist identified in Attachment D attached hereto and incorporated by reference herein.

1.9 Required Training. Sponsoring Institution shall require each Student to complete training and education (OSHA approved, where applicable) on the following prior to participating in the clinical education experience: (1) universal precautions and infection control; (2) body mechanics; (3) fire safety and disaster safety; (4) HIPAA; (5) any other training identified by the Hospital.

1.10 Recordkeeping Requirements. Sponsoring Institution shall maintain and supply to Hospital, upon Hospital's request, records demonstrating Student's education and training and/or other documentation that Student's knowledge, experience, and competence are appropriate for the clinical rotation. In addition, Sponsoring Institution shall supply to Hospital, upon Hospital's request, any such records which pertain to Hospital's patients, patient care or employees. Sponsoring Institution shall be responsible for obtaining any necessary authorizations from Students for release of records.

1.11 Damages. Sponsoring Institution shall assume responsibility for the cost of equipment and supplies of Hospital that are broken or damaged by Students.

1.12 Criminal Background Checks and Drug and Alcohol Testing. If required by State law or Hospital policy, Sponsoring Institution shall require criminal background checks and drug and alcohol testing on all Students (using a Hospital approved screening panel) who will be providing direct patient care services at the Hospital. Sponsoring Institution shall provide copies of such criminal background checks and negative test results to Hospital upon request. Fees for the drug and alcohol testing will be paid by the Sponsoring Institution or Student.

1.13 Student Participation Agreement and Waiver. Sponsoring Institution shall require each Student to sign and agree to abide by all provisions of the Student Participation Agreement and Waiver, Attachment A.

1.14 Student Requirements. Sponsoring Institution acknowledges the provisions of the Student Requirements set forth in Attachment D hereto and attests that it maintains documentation to support that it has performed all listed prerequisite checks, that the student has passed the drug screen and that the specified immunizations are up to date prior to the Student being on-site at Hospital. Sponsoring Institution shall furnish such documentation to Hospital upon request.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Patient Care. Hospital shall retain ultimate responsibility for the quality and provision of patient care.

2.2 Resource. Hospital, through its Coordinator and any designated employees, shall serve as a clinical resource for Students in connection with the clinical rotation.

2.3 Program Coordinator. Hospital agrees and hereby designates a Hospital Coordinator who will plan with Faculty for an appropriate Student clinical rotation and designated Hospital employees and/or staff who will provide instruction to individual Students while in the Hospital in connection with the clinical rotation and the Program.

2.4 Refusal of Student. Hospital shall have the right to refuse any Student for any reason unless such refusal is prohibited by law.

2.5 Orientation. Hospital shall provide for the orientation of Faculty and Students to the Hospital's environment, policies, procedures, and rules of conduct and dress, including *Ethics at Work* education. Students and Faculty may also be required to attend all Joint Commission (TJC) and OSHA training on occupational exposure, universal precautions, body mechanics and electrical and fire safety, as well as HIPAA compliance training, that may be required of Hospital's clinical employees and staff.

2.6 Access to Facility. If applicable, Hospital shall make the cafeteria available to Faculty and Students at the Hospital's established prices. Hospital may also make available to Faculty and Students library facilities, classrooms, conference rooms, and other facilities which may be needed and have been arranged in advance in accordance with Hospital policies and scheduling requirements.

2.7 Treatment of Injuries. Hospital shall provide emergency medical treatment consistent with the Hospital policies when injuries are sustained while functioning in the formal capacities of Student or Faculty, as applicable. Hospital will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

2.8 Educational Resources. Hospital shall, with appropriate planning and notice, make available for the instruction of the Students during supervised educational sessions, appropriate personnel and equipment resources of the department(s) in which the Student are doing clinical rotation and of any related Hospital departments which may add to the clinical educational experience of the Student.

2.9 Authority. Hospital shall retain ultimate administrative authority consistent with the established Hospital policies for all Faculty and Student activities which influence Hospital operations or the direct or indirect care of Hospital's patients.

3. TERM AND TERMINATION

3.1 Term. Unless terminated earlier as provided in this Agreement, this Agreement shall continue for five years, to commence on the 1st day of March, 2024(“Start Date”), and continue until the 29th day of February, 2028.

3.2 Termination. This Agreement may be terminated by either party without cause by providing sixty (60) days advance written notice of termination. This Agreement may be terminated by either party with cause by providing thirty (30) days advance written notice of termination, with the notified party having the right to cure the cause within such notice period. This Agreement may be immediately terminated as necessary and determined at the sole discretion of Hospital, for failure to adhere to Hospital policies and procedures or any threat to the health or safety of employees and patients or Hospital operations, or as otherwise provided in this Agreement, including the Addendum to Education Affiliation Agreement Additional Provisions. Hospital agrees that they will continue to work with Sponsoring Institution regarding any Students who may already be in clinical rotations.

4. GENERAL PROVISIONS

4.1 Attire. Students and Faculty may be required to wear attire consistent with Hospital policy, which shall be neat and attractive at all times, and that the cost of the attire or of cleaning shall not be the Hospital’s responsibility.

4.2 Limitations of Program. Student assignments are to be of an educational and training nature with the understanding that such assignments are not to be construed to be a substitute for the services of an employee of the Hospital.

4.3 Wages and Benefits. Students are not entitled to wages for activities which are related to the education and training which they receive during the clinical rotation at the Hospital nor are Students entitled to workers’ compensation benefits for any injury sustained during the clinical rotation.

4.4 Policies and Procedures. Students and Faculty shall adhere to Hospital’s policies relative to matters that concern Hospital’s internal operations: there shall be a strict interpretation of, and respect for, information which is received but which is confidential in nature and may pertain to matters related to patient privacy or Hospital’s internal operations.

4.5 Performance Evaluation. Faculty and Hospital’s Coordinator shall conduct a continuing review of the Program and the clinical rotation.

4.6 In-Services. The Sponsoring Institution, upon request, will assist the department(s) in which Students are doing clinical rotations to develop an exemplary in-service education program comparable to such programs at other similarly situated hospitals.

4.7 Clinical Site Information Form. A Clinical Site Information Form (CSIF) shall be prepared as a supplement of this Agreement. The CSIF shall specify information regarding

the qualifications and responsibilities of the Hospital's Coordinator and such other details as the Hospital and the Sponsoring Institution may agree to be appropriate for clarification.

4.8 Duties. At all times during the term of this Agreement, Sponsoring Institution agrees to abide by the Hospital policies and procedures; and agrees to provide for the consistent performance of patient care processes according to the current standards of TJC.

4.9 Notice. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

Notice to Hospital:

CHI Saint Joseph Health
One St. Joseph Drive
Lexington, KY 40504
Attn: Clinical Coordinator

Notice to Sponsoring Institution:

Lexington-Fayette Urban County Government
219 East 3rd Street
Lexington, KY 40505
Attn: Mayor Linda Goten

4.10 Entire Agreement. This Agreement, including all addenda, attachments and exhibits, constitutes the entire agreement between the parties and supersedes all previous contracts or agreements between the parties which respect of the same subject matter. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement or the documents and attachments referred to in this Agreement, including the Addendum.

IN WITNESS WHEREOF, the duly authorized representatives of Hospital and Sponsoring Institution have executed this Agreement as of the date first above written.

SAINT JOSEPH HEALTH SYSTEM, INC.
d/b/a CHI Saint Joseph Health

Lexington-Fayette Urban County Government

By: _____
Anthony A. Houston, Ed.D., FACHE
Market Chief Executive Officer
Date: _____

By: _____
Linda Gorton, Mayor
Date: _____

**KENTUCKYONE HEALTH MEDICAL
GROUP, INC.**
d/b/a CHI Saint Joseph Medical Group

By: _____
Carmel Jones, President
Date: _____

FLAGET HEALTHCARE, INC. d/b/a CHI
Saint Joseph Health - Flaget Memorial Hospital

By: _____
Jennifer Nolan, President
Date: _____

ADDENDUM TO EDUCATION AFFILIATION AGREEMENT

ADDITIONAL PROVISIONS

This Addendum is part of that certain Education Affiliation Agreement dated March 1, 2024, by and among Saint Joseph Health System, Inc. and KentuckyOne Health Medical Group, Inc., Flaget Healthcare, Inc. (collectively referred to in this Addendum as “Hospital”) and Lexington-Fayette Urban County Government (referred to in this Addendum as “Sponsoring Institution”). In the event any provision of this Addendum conflicts with one or more provisions of the Agreement, then the terms of this Addendum shall apply.

1. General Terms and Conditions.

1.1 **CSH Standards of Conduct.** Sponsoring Institution recognizes that it is essential to the core values of Hospital and CommonSpirit Health (CSH) that all persons and entities contracting with Hospital and CSH at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements as reflected in the *CSH Standards of Conduct*, as may from time to time be amended by CSH. As of the date of the Agreement, the *CSH Standards of Conduct* are set forth in *Our Values in Action Policy and Reference Guide* (“Guide”), which is available at the following website: https://www.commonspirit.org/content/dam/commonspirit/pdfs/CommonSpirit_ComplianceBooklet07-16-21_vf-s.pdf.

Sponsoring Institution acknowledges that Sponsoring Institution has electronically accessed, obtained or otherwise received a copy of the Guide and has read and understands the same, and hereby agrees that, so long as the Agreement remains in effect, Sponsoring Institution shall act in a manner consistent with, and shall at all times abide by, such *Standards of Conduct*, to the extent the same are applicable to Sponsoring Institution in the performance of the Agreement.

1.2 **Ethical and Religious Directives.** Sponsoring Institution agrees that, throughout the term of the Agreement, Sponsoring Institution, any individual employed by Sponsoring Institution, or any Student enrolled in the Program who provides services pursuant to the Agreement, will provide such services in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Sixth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop. As of the date of the Agreement, the *Ethical & Religious Directives* are available at the following website: <https://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>

In the event that Hospital determines in good faith that Sponsoring Institution has breached its obligations pursuant to Sections 1.1 or 1.2 of this Exhibit, Hospital may, upon notice to Sponsoring Institution, immediately terminate the Agreement.

1.3 **Invalidity/Excluded Provider Assurances.** In the event a government, administrative, or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render the Agreement illegal, or give rise to the reasonable belief by either party that the Agreement may be in violation of any law, the parties shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, the Agreement may be immediately terminated by either party. In addition, in an effort to comply with the requirements of

Section 1128(b) of the Social Security Act, and the regulations promulgated thereafter, Hospital and Sponsoring Institution mutually certify and warrant as follows:

1.3.1 that the goods or services being furnished and the charges for same, are in compliance with the requirements of Medicare, Medicaid, and state law.

1.3.2 that Sponsoring Institution, or any individual assigned by Sponsoring Institution to provide services pursuant to the Agreement, specifically including all Students, is not and at no time has been excluded from participation in any federally funded health care program, including Medicare or Medicaid. Sponsoring Institution hereby agrees to notify Hospital immediately of any threatened, proposed, or actual exclusion of Sponsoring Institution or any individual providing services to Hospital, including any Student, from any federally funded health care program, including Medicare or Medicaid. In the event that Sponsoring Institution or any individual providing services to Hospital, including any Student, is excluded from participation in any federally funded health care program during the term of the Agreement, or if at any time after the Start Date it is determined that Sponsoring Institution or any individual providing services to Hospital, including any Student, is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach. Sponsoring Institution further agrees that any individual employed or contracted by Sponsoring Institution who is excluded from participation in any federally funded health care program during the term of the Agreement shall automatically be deemed ineligible or removed from providing any additional services to Hospital pursuant to the Agreement.

1.3.3 that Sponsoring Institution shall indemnify and hold harmless Hospital against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly, out of any violation of this Section by Sponsoring Institution, or due to the exclusion of Sponsoring Institution or any Student providing services to Hospital from a federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Sponsoring Institution, or any of Sponsoring Institution’s Students, Faculty, employees, agents, or subcontractors providing services, in connection with Sponsoring Institution’s obligations under the Agreement, except to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of Hospital, its officers, employees, or agents.

1.3.4 that Sponsoring Institution will not now, or at any time in the future, knowingly employ or otherwise knowingly do business with firms, individuals, or entities under suspension or exclusion from Medicare or Medicaid.

1.4 **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, Sponsoring Institution shall make available, upon written request by the Secretary of the Department of Health and Human Services (the Secretary), or upon request by the Comptroller General of the United States General Accounting Office (the Comptroller General), or any of their duly authorized representatives, a copy of the Agreement and such books,

documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Sponsoring Institution under the Agreement. Sponsoring Institution further agrees that, in the event Sponsoring Institution carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such organization's books, documents, and records as are necessary to verify the nature and extent of such costs

1.5. **Access to Books.** The parties agree that, if the Agreement is determined to be a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 CFR Part 420, Sponsoring Institution, its agents, employees, officers, and directors agree to make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, and their duly authorized representatives access to the books, documents, and records of the respective party and such other information as may be required by the Secretary or the Comptroller General to verify the nature and extent of the cost of services provided by Sponsoring Institution. The obligation of Sponsoring Institution to make records available shall extend for four (4) years after the furnishing of the latest service under the Agreement or any renewal.

1.6. **No Kickback.** Nothing in the Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

1.7. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.8. **Jeopardy.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition, or provision of the Agreement jeopardizes the licensure of Hospital, its participation in or payment or reimbursement from Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, or its full accreditation by TJC or any other state or nationally recognized accreditation organization, or its tax-exempt status, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to

the Agreement and, if the parties are unable to resolve the matter within thirty (30) days, terminate the Agreement immediately.

1.9. **Confidential Information**

1.9.1 **Non-Public Information.** Sponsoring Institution shall treat all non-public information obtained as part of the Agreement as confidential and shall not, without written authorization from Hospital, release or share such information with any third party, except as may be required by law. Sponsoring Institution agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with Hospital's Corporate Responsibility Officer and CSH Legal Counsel and, unless otherwise required by law, provide Hospital an opportunity to investigate and appropriately report any compliance matter brought to its attention by Sponsoring Institution. Further, Sponsoring Institution agrees that it will cause any financial benefit received as a result of reporting any violation or perceived violation of law based on such non-public information to be donated to an organization determined by the IRS to be qualified under Internal Revenue Code Section 501(c)(3).

1.9.2 **Disclosure.** The parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Agreement.

1.10. **Assignment.** Sponsoring Institution may not assign, encumber, or transfer the Agreement in whole or in part nor grant a license or concession in connection therewith without the prior written consent of Hospital. This prohibition shall include any act that has the effect of an assignment or transfer which occurs by operation of law.

1.11. **Endorsements.** Neither party shall use the name of the other party in any promotional or advertising material unless such party has received the prior written consent of the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the services provided under the Agreement.

1.12. **Independent Contractor.** In the performance of the duties and obligations of Sponsoring Institution under this Agreement, it is mutually understood and agreed that Sponsoring Institution is at all times acting and performing as an independent contractor. It is expressly agreed by the parties hereto that no work, act, commission or omission of Sponsoring Institution shall be construed to make or render Sponsoring Institution the agent, employee or servant of Hospital. Sponsoring Institution shall be solely responsible for Sponsoring Institution's salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance and similar items, and shall indemnify and hold Hospital harmless from and against all such items, liability and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of Sponsoring

Institution, any governmental agency, or any other person alleging that Sponsoring Institution is an employee of Hospital.

1.13. **Waiver.** The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

1.14. **Choice of Law.** The Agreement shall be construed and governed by the laws of the state where the Hospital is located applicable to agreements made and to be performed wholly within that state irrespective of its choice-of-law principles.

1.15. **Amendment.** The Agreement may be amended only in writing signed by both parties.

1.16. **Partial Invalidity.** If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

1.17. **Survival.** Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations, and warranties, expressed or implied, shall survive the termination of the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations under the Agreement, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.18. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement.

1.19. **Headings.** Headings are included for the purpose of convenience only and shall not affect the interpretation of any provision of the Agreement or any exhibit.

2. Compliance with All Laws, Regulations, and Standards.

2.1. **Compliance.** The parties intend and in good faith believe that the Agreement complies with the provisions of the Taxpayer Bill of Rights 2, the Internal Revenue Code, specifically including the provisions regarding private benefit and private inurement that apply to Hospital as a 501(c)(3) corporation, the Stark law, the Anti-Kickback Statute, and all other federal and state laws (collectively, the laws). If either party holds a reasonable belief that the Agreement is contrary to any provision of the laws or the regulations promulgated thereunder, or any memorandum, case law, or other authority, then the parties agree to attempt in good faith to renegotiate the provisions to their mutual satisfaction. If an agreement cannot be reached within thirty (30) days, either party may immediately terminate the Agreement.

2.2. **Reorganization or Discontinuation of Services.** In the event that Hospital, alone or as a member of a health care system, elects to merge, discontinue, downsize, integrate, restructure or otherwise materially alter the services for which Sponsoring Institution is engaged in, Hospital may first request mutual discussions with Sponsoring Institution in this regard, which discussions shall continue for a thirty (30) day period subsequent to the Hospital's request ("discussion period"). After the expiration of the discussion period, Hospital may elect to terminate this Agreement by providing Sponsoring Institution with at least thirty (30) days advance written notice prior to the effective date of the termination.

2.3. **Health Insurance Portability and Accountability Act of 1996.** Specifically, but not by way of limitation, insofar as Hospital is a Covered Entity, and is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the final Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164 (Privacy and Security Regulations), and the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), and insofar as Hospital is granting Sponsoring Institution, including Students, access to Hospital's patients' Protected Health Information, permitting Sponsoring Institution, including Students, to create Protected Health Information for Hospital's patients, and use Hospital patients' Protected Health Information for the clinical experience, Sponsoring Institution warrants and agrees as follows:

2.3.1 The Sponsoring Institution shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164, (HIPAA). Sponsoring Institution agrees to require students to de-identify, as that term is defined by 45 CFR 160.514(b)(2)(i), any report concerning the training which is the subject of this Agreement. Solely for the purposes of defining the Student's role in relation to the use and disclosure of Hospital's protected health information, the Students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of the Hospital.

2.3.2 Any report or communication involving this training shall contain only de-identified information as defined by 45 CFR 160.514(b)(2)(i) and shall not contain any of the following information:

1. Names;
2. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geo codes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of 90 or older;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social Security numbers;
8. Medical record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;
11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Universal Resource Locators (URLs).

2.3.3 This Section 2.3 shall survive the termination of the Agreement.

2.4 **Equal Employment Opportunity.** Hospital is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Sponsoring Institution represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, Hospital and Sponsoring Institution shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, 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, national origin, protected veteran status or disability.

2.5 **Stark Master Contract List.** For purposes of compliance with the Stark Law, Hospital maintains a master list of contracts between or among the parties that is updated centrally and is available for review by the Department of Health and Human Services, Office of Inspector General, and/or Centers for Medicare and Medicaid Services upon request.

2.6 **Prohibition on Child Labor and Human Trafficking.** Each party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – *Strengthening Protections Against Trafficking in Persons in Federal Contracts*, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization’s (“ILO”) Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization (“ISO”) certification, the parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, *Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention*

Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Sponsoring Institution acknowledges Hospital’s efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help>.

Lexington-Fayette Urban County Government

By: _____
Linda Gorton, Mayor
Date: _____

Saint Joseph Health System, Inc. d/b/a CHI Saint Joseph Health:

By: _____
Anthony A. Houston, Ed.D., FACHE
Market Chief Executive Officer
Date: _____

KentuckyOne Health Medical Group, Inc. d/b/a CHI Saint Joseph Medical Group:

By: _____
Carmel Jones, President
Date: _____

Flaget Healthcare, Inc. d/b/a CHI Saint Joseph Health - Flaget Memorial Hospital

By: _____
Jennifer Nolan, President
Date: _____

ATTACHMENT A

STUDENT PARTICIPATION AGREEMENT AND WAIVER

I, _____, am a student at Lexington-Fayette Urban County Government (“Sponsoring Institution”) during which I will be participating in a clinical rotation at _____ (“Hospital”). As a condition of participation, I agree to the following terms and conditions:

1. I agree to abide by all hospital policies and procedures at all times while I am at the Hospital participating in the clinical rotation. I further agree to undergo any required training regarding OSHA training on occupational exposure, universal precautions and infection control; body mechanics; electrical and fire/disaster safety; HIPAA compliance and any other training required by Hospital.
2. I do not have a medical condition that may cause injury or illness to myself, to Hospital employees, or to the patients that I will be in contact with, that I have not disclosed to Hospital’s Coordinator. I agree to inform Hospital’s Coordinator if I develop any such condition or disease during the course of my participation in the clinical rotation. Including, but not limited to, runny nose, fever, rash, etc. I agree to undergo a physical health exam before the clinical education rotation begins to include immunizations and tests, per CDC guidelines for: (i) Hepatitis B; (ii) TB Screening; (iii) MMR vaccination(s); (iv) Varicella (chicken pox); (v) influenza vaccine; and (vi) T-DAP if never received or if 10 years since last tetanus. I further agree to provide a physician's statement regarding the status of my health to Hospital upon request.
3. I agree that I will not be an employee of the Hospital and that I will not be entitled to any of the wages and benefits of employment at the Hospital, including worker’s compensation.
4. I understand that there is a risk of transmission of disease from a patient to myself and that such transmission can occur without any fault or negligence on the part of the Hospital or its employees. I have health insurance that will provide benefits in the event that I contract or develop a medical condition or disease during the clinical rotation.
5. I agree to sign a confidentiality agreement and to maintain the confidentiality of any patient information I have access to or learn while I am participating in the clinical rotation at the Hospital.
6. I agree to respond promptly to all directions given to me by medical and nursing staff, including any requests to leave any area, immediately.
7. I understand that my failure to comply with the terms and conditions of the Participation Agreement will cause an immediate termination of any right or expectation that I may have to participate in the clinical rotation at the Hospital pursuant to this Participation Agreement.
8. I save and hold harmless Hospital and/or any subsidiaries, affiliates, officers, contractors, providers, directors, employees, servants and agents or other third parties designated by these entities or individuals from any liability for any personal injury or potential exposure or property damage which may occur as a result of my presence in the Hospital.
9. I agree to ensure that any report or communication involving this training shall contain only de-identified information as defined by 45 CFR 160.514(b)(2)(i) and shall not contain any of the following information:

1. Names;
 2. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geo codes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
 3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of 90 or older;
 4. Telephone numbers;
 5. Fax numbers;
 6. Electronic mail addresses;
 7. Social Security numbers;
 8. Medical record numbers;
 9. Health plan beneficiary numbers;
 10. Account numbers;
 11. Certificate/license numbers;
 12. Vehicle identifiers and serial numbers, including license plate numbers;
 13. Device identifiers and serial numbers;
 14. Web Universal Resource Locators (URLs).
-
10. I have also received copies of all applicable policies and procedures, a copy of *Our Values in Action Policy and Reference Guide*, employee handbook, etc. and agree to comply with the terms of these documents.
 11. If required by state law or Hospital policy, I agree to consent to undergo criminal background screening and drug and alcohol testing prior to being allowed to begin the clinical rotation at the Hospital.
 12. I certify that I am not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid and further agree to immediately notify Hospital of any threatened, proposed, or actual exclusion.
 13. If insurance coverage for me is not provided by the Sponsoring Institution, I agree to obtain professional liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher. Insurance shall cover all acts, omissions or commissions by me (the Student). I further agree to provide Hospital with a certificate evidencing such insurance upon request.
 14. I understand that the Hospital shall provide emergency medical treatment consistent with Hospital's policies if I sustain an injury while functioning in the formal capacity of Student, as applicable. Hospital will indemnify me for medical payments incurred as a result of accidents occurring within the scope of my duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

By signing below, I acknowledge that I have this Student Participation Agreement and Waiver; that I understand its terms, and that I agree to abide by it.

Signature of Student

Date

Witness

Date

ATTACHMENT B

CONSENT FOR STUDENT TO SUBMIT TO DRUG AND/OR ALCOHOL TESTING AUTHORIZATION FOR RELEASE OF TEST RESULTS, AND RELEASE OF LIABILITY

I, _____, have been informed that CommonSpirit Health, or the affiliated or related hospital facilities (collectively “CSH” or “Hospital”), its employees or agents and/or my educational sponsoring institution, or the parent, affiliated or related facilities (collectively “Sponsoring Institution”), its employees, or agents, is requesting that I submit to drug and/or alcohol testing to detect the presence of drugs or alcohol for the following reason: (check one)

_____ Post-offer/Pre-placement in clinical experiences/program (“Program”) at
_____ (“Hospital”)

_____ Reasonable Suspicion/For Cause

I understand that the testing for drugs will be done by a 12-Panel drug screen. I further give my permission for CSH and/or Sponsoring Institution to test for drugs at a higher-level panel drug screen if it chooses. If required by state law, I have received a list of substances for which I will be tested. I have been informed and I understand that my agreement to submit to the requested drug and/or alcohol test(s) is completely voluntary on my part, and that I have the right to refuse to submit to the test(s). I am aware and have been told that I may be required to produce documentation to verify information contained in this consent and that my refusal to submit to the drug and/or alcohol testing or failure to cooperate in any way will be grounds for refusal to allow me to participate in the Program.

I understand and consent to the release of the results of my drug and/or alcohol test(s) to CSH’s Human Resource Department, Hospital Human Resources Manager and the Sponsoring Institution, as applicable, or their designees, as may be necessary. I understand that test results will be used to determine if I qualify to participate in the Program or have violated CSH’s or Hospital’s rules concerning drug/alcohol use and will be grounds for refusal to allow me to participate in the Program. I understand this information will be kept confidential and disclosed as permitted by law or as necessary per CSH, Hospital and/or Sponsoring Institution policies.

I acknowledge and agree that the sample given by me shall become the property of CSH, the Hospital and/or Sponsoring Institution and I hereby relinquish all rights to ownership and possession thereof. Fees for the initial test will be paid for by the Sponsoring Institution or me. Individuals that undergo post-offer/pre-placement testing do not have the right to request an independent lab to complete an additional analysis from the initial split sample. Following and offer of placement, other types of testing may allow a re-test and if applicable, I must request this additional test within seven (7) business days from the receipt of notification of the original test result by written request to CSH Human Resources, Hospital or the Sponsoring Institution, as applicable. I will be responsible to pay for the additional analysis requested, unless the test result is negative.

Re-disclosure: I understand that the information used and/or disclosed by this authorization may no longer be protected by federal privacy law (also known as HIPAA) and the recipient of my health information may potentially re-disclose it. However, under the Federal Substance Abuse Confidentiality Requirements, 42 CFR Part 2, the recipient may be prohibited from disclosing identifiable substance abuse information.

Expiration: This authorization will expire once stated purpose above is served.

Revocation: I understand that I may revoke the authorization to disclose results (but not my consent to be tested following provision of the sample) at any time prior to disclosure by written notice to CSH or Sponsoring Institution, as applicable at the facility in which you are rotating and directed to the Human Resources Department.

This Authorization is binding: The statements made in this authorization are binding, controlling, and I understand that they take precedence over statements made in CSH 's, Hospital's or Sponsoring Institution's Notice of Privacy Practices.

I agree to **HOLD HARMLESS, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CSH**, nor its parent, affiliates, officers, trustees, directors, contractors, providers, agents, employees, related facilities, and physicians, and/or Sponsoring Institution from any and all liability, claims, demands for injury, or other causes of action I have now or may have in the future which may arise from CSH, Hospital and/or Sponsoring Institution, or their designees requesting, performing, disclosing, and using the results of these tests.

I certify that the urine or other specimen to be collected from me will be mine and will not be adulterated, substituted, or diluted in any manner. I certify that the medications I have listed on the following page include any medications that I have taken in the last 48 hours and 30 days.

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last **forty-eight (48) hours**:

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last **thirty (30) days**:

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I authorize CSH, Hospital and/or Sponsoring Institution to contact my physician(s) listed below to verify that the medications I have listed were lawfully prescribed.

I hereby represent that I have read and understand the above information and have voluntarily agreed to submit to the requested drug and/or alcohol test by urinalysis, blood and/or other testing requested by the Institution at the laboratory designated, and in recognition of my agreement, sign below.

Signature_____ Date_____

Witness_____ Date_____

ATTACHMENT C

**[List and describe each program from the Sponsoring Institution that will be sending
Students to receive clinical rotations at Hospital]**

Paramedic Training Program

Attachment D - Student Requirements

It is the goal of the Hospital to provide a safe environment for our employees, caregivers, visitors and partners. Hospital will require partner organization such as academic institutions to screen, select and assess students based upon defined requirements including background checks, drug screens and current immunizations in order for any student to utilize any Hospital facility for learning or practice experiences. Hospital makes every effort to ensure equal opportunity to all individuals and abides by the EEO and nondiscrimination provisions of all applicable federal, state, and local laws.

Students should have all prerequisites to include:

- Office of Inspector General check
- National Sexual Offenders Registry check
- Criminal background check for past seven years unless candidate has admitted to convictions older than seven years – then they go back as far as the “oldest” conviction admitted. County searches for the states of residency provided by the candidate and any additional states of residency that the vendor discovers during the rest of the search. State checks for states that provide them based on county checks. National data base. See guidelines listed below.
- Nurse Aide abuse registry check
- Pass a 12-panel drug screen that includes testing for Amphetamines/Meth, Benzoylcegonine (Cocaine), Opiates (Codeine/Morphine), 6-Monoacetyl Morphine (Heroin), THC, Phencyclidine, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Alternate Opiates.
- The following immunizations should be up to date prior to the student being on-site:

Immunity Status		Required Labs
TB:		T-Spot or QuantiFERON Gold
MMR: (measles, mumps, rubella)		
Documentation of 2 MMR vaccines	OR	Draw for Rubeola, Mumps and Rubella Titers
Varicella (chicken pox)		
Documentation of 2 Varicella vaccines	OR	Draw for Varicella Titer
Hepatitis B:		
If vaccine series history		Draw for Hep B Antibody Titer
Influenza Vaccine		October 1-March 31; adjusted based on surveillance
T-DAP if never received or if 10 years since last tetanus		

Attachment D (Continued)

Criminal Background Check Guidelines

1	No Record Found or clear record	Meets Company Standards
2	Court disposition of dismissed	Meets Company Standards
3	Traffic or vehicle code violation includes traffic misdemeanors (Reckless Driving, Careless Driving) DWOL (Driving Without a License), ordinance violations excludes DUI/DWI	If meets academic standards, meets company standards
4	Misdemeanor convictions or misdemeanors pending court disposition	If meets academic standards, meets company standards
5	Misdemeanor convictions for crimes involving the following offenses: drug use or related activity; activity included an essential element of fraud or dishonesty; indecent liberties with a child, sex crimes; or murder, voluntary manslaughter, or other violent crime	Does Not Meet Company Standards
6	Unresolved warrant	If meets academic standards, meets company standards
7	Drunk driving or related charge (one or more convictions)	If meets academic standards, meets company standards
8	Worthless (bad) check	If meets academic standards, meets company standards
9a	Misdemeanor marijuana possession charge providing not within the last two years	If meets academic standards, meets company standards
9b	Misdemeanor conviction for possession of drugs (controlled substances) and/or paraphernalia.	Does Not Meet Company Standards
9c	Possession of marijuana in recent 2 years	

		Does Not Meet Company Standards
10	Sale and/or delivery of marijuana and/or controlled substances	Does Not Meet Company Standards
11	Contributing to the delinquency of a minor	If meets academic standards, meets company standards
12	Any felony conviction	Does Not Meet Company Standards
13	Any misdemeanor conviction involving violence (incl. domestic violence)	Does Not Meet Company Standards
14	Three or more misdemeanor convictions (incl. driving w/o license)	Does Not Meet Company Standards
15	False financial statement	If meets academic standards, meets company standards