CLINICAL EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
GLOBAL LEX

This agreement between the University of Kentucky, hereinafter known as "UNIVERSITY", and Lexington-Fayette Urban County Government, hereinafter known as "AFFILIATE", located at 200 E. Main St., Lexington, Kentucky, 40507, regarding an affiliation for cooperative pursuit of their respective goals, is entered into this 1st day of August, 2026.

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 healthcare related studies. It defines the basis on which AFFILIATE will supervise students assigned for experiences within said AFFILIATE. The scope of this agreement is focused on the general activities planned and the assignment of responsibility 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 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 either by 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 will be planned in coordination 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 the 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 and clinical education.

D. Assign only such students as are, to the extent of the 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 students subject to the availability of the AFFILIATE's personnel for teaching and supervising.

G. Appoint an Academic Coordinator who will be the representative of the UNIVERSITY.

H. Reserve the right to revoke any assignment prior to the student's entry into the clinical education program at AFFILIATE.

I. Withdraw any student from the clinical experience at the written request of the 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 clinical education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic and clinical 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 that the UNIVERSITY withdraw any student from the assigned clinical education experience, when his/her conduct or performance is deemed unsatisfactory. Said request shall be provided to the UNIVERSITY in writing.

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 clinical rotations at the AFFILIATE.

D. Acknowledge 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 gross negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

E. Complete health forms requested by the AFFILIATE.

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

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

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

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

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

VII. STUDENT MEDICAL TREATMENT

In the event of an emergency requiring immediate attention, the AFFILIATE will contact emergency medical personnel and arrange transport to a hospital for stabilization until a family member can be reached. The UNIVERSITY shall ensure each student executes any document deemed necessary by AFFILIATE toaccept full responsibility for all costs associated with such medical care. Every reasonable effort to contact a family member will be made in an emergency. The AFFILIATE will also inform the UNIVERSITY in the event of an emergency.

VIII. FINANCE

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

IX. 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.

X. LIABILITY

UNIVERSITY and AFFILIATE acknowledge that each is an agency or political subdivision of the Commonwealth of Kentucky and is therefore subject to the doctrines of sovereign immunity and that the UNIVERSITY is subject to the exclusive jurisdiction of the Kentucky Claims Commission for tort claims. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, or statutory protection available to either party under Kentucky law.

To the extent permitted by Kentucky law, UNIVERSITY agrees to be responsible for the negligent acts or omissions of its own employees, agents, officers, and students arising out of their performance under this Agreement. Such responsibility shall be limited to the remedies available through the Kentucky Claims Commission and any applicable self-insurance or excess insurance maintained by the UNIVERSITY.

AFFILIATE shall be responsible for the negligent acts or omissions of its own employees, agents, and officers arising out of their performance under this Agreement, to the extent permitted by Kentucky law, and shall maintain medical liability insurance in the amounts deemed necessary by UNIVERSITY. The UNIVERSITY hereby acknowledges that AFFILIATE is self-insured, and that AFFILIATE'S self-insurance meets the requirements of this paragraph. Such responsibility shall be limited any applicable self-insurance or excess insurance maintained by the AFFILIATE.

Neither party shall be responsible for the willful misconduct of the other party or its personnel. Nothing in this section shall be interpreted as creating an indemnity obligation for either party that is prohibited by Kentucky law.

XI. 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, if a UNIVERSITY student, resident, or faculty member is involved with said patient's care.

XII. CORPORATE COMPLIANCE

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

Additionally, AFFILIATE affirms that it is aware that UNIVERSITY operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. AFFILIATE has been informed that a copy of the UNIVERSITY compliance plan is on file in the Purchasing Office or can be viewed online at https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual and is encouraged to review the plan from time to time during the term of this Agreement. AFFILIATE recognizes that it is under an affirmative obligation under the plan to immediately report to UNIVERSITY'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UNIVERSITY agent or employee which AFFILIATE believes, in good faith, violates an

ethical, professional or legal standard. It is understood that should AFFILIATE be found to have violated this obligation or any other applicable provision of the UNIVERSITY compliance plan, UNIVERSITY may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected

portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

XIII. HEALTH REQUIREMENTS

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

XIV. 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 the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UNIVERSITY's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UNIVERSITY of a security breach relating to Personal Information in the possession of 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.

XV. 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:
Global Lex
1306 Versailles Rd.
Suite 110
Lexington, Kentucky, 40509

If to UNIVERSITY:
Executive Director of Strategic Healthcare
Contract Initiatives
University of Kentucky
317 Charles T. Wethington Building

900 South Limestone Street
Lexington, KY 40536-0200

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 Provost or designated reviewer, and AFFILIATE's designated reviewer. The duration of the agreement shall be continuous.

B. This agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this agreement.

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

D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their clinical program with AFFILIATE.

XXI. 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.

XXII. SIGNATURES

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

APPROVED FOR:

UNIVERSITY OF KENTUCKY	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
_____	_____
Robert S. DiPaola, MD	Linda Gorton
Provost	Mayor

4917-3887-4290, v. 1

COLLEGE OF NURSING ADDENDUM TO
CLINICAL EDUCATION AGREEMENT BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
GLOBAL LEX

This addendum supplements the Clinical Education Agreement, the AGREEMENT, between the University of Kentucky, the UNIVERSITY, and Global Lex, the AFFILIATE, dated 1st day of August, 2026. It sets forth the terms and conditions upon which University of Kentucky, College of Nursing, hereinafter DIVISION, students may undertake clinical learning experiences at the facilities of AFFILIATE.

I. ADDITIONS TO THE AGREEMENT

The following terms are added to Section IV of the Agreement and pertain only to students of DIVISION:

K. DIVISION shall be responsible for supervision of student activities; the degree of supervision of student activities shall be more specifically set forth for individual courses which will be provided.

L. DIVISION shall coordinate student experience with appropriate organization activities to facilitate optimum patient care.

The following terms are added to Section V of the Agreement and pertain only to students of DIVISION:

G. AFFILIATE shall provide staff time for planning with UNIVERSITY faculty for suitable student experiences.

H. AFFILIATE shall retain its usual responsibilities relative to nursing care of patients.

I. AFFILIATE shall clearly define the roles of all preceptors at its facilities.

J. AFFILIATE acknowledges that DIVISION's program is accredited by the Commission on Collegiate Nursing Education (CCNE). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CCNE for DIVISION's program to maintain or renew its accreditation status with CCNE. AFFILIATE shall allow DIVISION faculty to evaluate preceptors in a clinical setting and to provide said evaluations to CCNE upon its request.

The following terms are added to Section VI of the Agreement and pertain only to students of DIVISION:

J. STUDENTS shall function under the supervision of a DIVISION faculty member. The degree of supervision shall be specifically set forth for individual courses.

K. STUDENTS shall report anticipated absences to DIVISION faculty and AFFILIATE the evening prior to the missed clinical experience.

Except as modified by this Addendum, the Agreement shall continue in force and effect in accordance with its terms. In the event of a conflict between this Addendum and the Agreement, the provisions of this Addendum shall govern.

II. SIGNATURES

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

UNIVERSITY OF KENTUCKY	GLOBAL LEX
_____	_____
Robert S. DiPaola, MD Provost	Basel Touchan Executive Director
_____	
Gwen Moreland, DNP, RN, NEA-BC Acting Dean, College of Nursing	