

PRECEPTORSHIP AGREEMENT

THIS PRECEPTORSHIP AGREEMENT (the “**Agreement**”) is made and entered into by and between **BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LEXINGTON**, a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as "**Hospital**") and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT on behalf of the DIVISION OF FIRE & EMERGENCY SERVICES** (hereinafter referred to as "**LFUCG**").

W I T N E S S E T H:

WHEREAS, LFUCG offers a program of instruction in Paramedic Training and LFUCG desires to offer as a part of the curriculum practical experience in a clinical setting; and

WHEREAS, Hospital operates an acute-care facility in Lexington, Kentucky and is capable of providing students practical experience in the area of Paramedic Training; and

WHEREAS, LFUCG and Hospital consider it mutually advantageous to cooperate to further the above-described purposes and desire to commit their entire agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein specified, Hospital and LFUCG agree as follows:

1. **TERM AND TERMINATION:** This Agreement is in effect for five (5) years, commencing on the 1st day of October 2020, and shall continue in effect until the 30th day of September 2025. Either party may terminate this Agreement, with or without cause, upon thirty (30) days’ advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement; provided, however, that students enrolled at the time of termination shall be allowed to complete the internship in which they are involved.

2. **LFUCG RESPONSIBILITIES:**
 - A. LFUCG will develop the curriculum to be used in the Paramedic Training preceptorship program, including the instruction portion and the clinical learning experience portion of the curriculum.

 - B. LFUCG will provide qualified instructors who will cooperate with Hospital personnel to supervise students in the clinical preceptorship program. LFUCG will appoint a representative to be the primary liaison between LFUCG and Hospital. Hospital will appoint a staff member to serve as a preceptor for LFUCG’s students, but LFUCG also will provide qualified faculty advisors to supervise overall preceptorship experiences. LFUCG shall provide Hospital with documentation of the competence of such instructors and faculty advisors, as required by The Joint Commission.

- C. LFUCG will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.
- D. LFUCG represents and warrants that all instructors or faculty advisors who provide supervision or instruction on site at Hospital, if any, shall be duly qualified by experience and licensure and will have current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis. LFUCG will ensure that such individuals possess current state license/registration and/or certification, as applicable and appropriate for the services, instruction and supervision to be provided at Hospital. Credentials and licensure of personnel providing services shall be made available to Hospital upon request, including proof of negative TB screening and immunizations. LFUCG hereby represents and warrants that no instructor or advisor provided by it is nor at any time has been sanctioned, debarred, suspended or excluded or proposed for sanctions, debarment, suspension or exclusion from participation in any federally funded health care program, including Medicare and Medicaid. LFUCG hereby agrees to immediately notify Hospital of any such instructor's or advisor's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that any such instructor or advisor is sanctioned, debarred, suspended or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that LFUCG is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate. Hospital reserves the right to refuse the services, supervision or instruction of any individual provided by LFUCG who does not meet the foregoing qualifications.
- E. Through LFUCG's designated representative, LFUCG will coordinate student assignments, learning needs, course objectives and competencies with Hospital and students.
- F. LFUCG will inform all participating students of the content of the "Statement of Understanding" and will require all students to sign the Statement prior to commencing the preceptorship. A sample of the "Statement of Understanding" is attached hereto as **Exhibit A**. Such Statement, once signed by student, shall become a part of this Agreement, incorporated by this reference as if fully set forth herein.
- G. LFUCG will schedule and document conferences with students for supervising, instructing, supporting and reviewing progress toward meeting program objectives and competencies.

- H. LFUCG shall ensure that designated faculty advisors will establish a mechanism for maintaining contact with Hospital during the preceptorship and assist Hospital in creation of experimental learning activities for students.
- I. LFUCG represents and warrants that it will send only such students who have had current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis, have completed the prerequisite instruction and clinical portions of their Program's curriculum, and have not been convicted of a felony offense related to a) theft; b) abuse or sale of illegal drugs; c) abuse, neglect or exploitation of an adult; or d) commission of a sex crime. Upon Hospital's request, LFUCG will supply evidence of negative TB screening and all relevant vaccinations, immunizations, health records, and background checks.
- J. LFUCG will ensure that students participating in the available preceptorships at Hospital have successfully completed all necessary academic and clinical requirements.
- K. LFUCG shall prepare a written evaluation of students' strengths, weaknesses and general performance in meeting the program objectives and competencies at end of the preceptorship, as well as submit the final letter grade assigned for the preceptorship to the students.

3. **HOSPITAL RESPONSIBILITIES:**

- A. Hospital will provide appropriate learning experiences as may be consistent with the purposes of this Agreement.
- B. Hospital will not assign students to clinical learning experiences in a manner which would permit students to replace employees.
- C. Hospital agrees not to discriminate against any individual affected by this Agreement on the basis of race, color, religion, national origin, handicap, gender, age or political affiliation.
- D. Hospital shall retain ultimate responsibility for patient care.
- E. Hospital agrees to designate a professional staff member to serve as a preceptor and to coordinate the daily activities of the students and create opportunities for experience. Such preceptor shall:

- 1) Schedule and document conferences with the student(s) for supervising, instructing, assisting the student(s) in integrating the experiences, and reviewing progress toward meeting the objectives and competencies.
- 2) Plan with the student(s) and the LFUCG representative ways and means of meeting program objectives and competencies.
- 3) Familiarize the student(s) with the Hospital's structure, policy, objectives, accountability mechanisms, and relationship to the community.
- 4) Consult with the LFUCG representative each week or as needed by telephone regarding the student(s) progress.
- 5) Supply a written evaluation of each individual student(s) performance to LFUCG.

4. **GENERAL:**

- A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY:** It is understood and agreed by all parties that students and faculty of LFUCG are not employees or agents of Hospital and, as such, are not entitled to wages, workers' compensation, medical insurance, or any other employee benefits for activities related to the clinical experience provided for under this Agreement. If an appropriate governmental agency determines that students or faculty are covered under applicable workers' compensation statutes, LFUCG shall be responsible for compliance with such statutes.
- B. **WAIVER:** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.
- C. **SEVERABILITY:** In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.
- D. **RESPONSIBILITY FOR PATIENT CARE:** Hospital will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of Hospital and/or the direct or indirect care of patients.

- E. **INSURANCE:** LFUCG agrees to maintain, through a program of self-insurance, general and public officials liability insurance coverage for Students with minimum limits of \$1,000,000.00 per occurrence covering, among other things, the acts or omissions of Students while participating in the clinical learning experience contemplated hereunder. LFUCG agrees, prior to the initiation of the clinical learning experience, to provide a Certificate of Insurance evidencing such coverage. LFUCG warrants that participating Students are covered parties. Any such insurance coverage will provide that Hospital shall receive insurance policy cancellation notifications per the policy provisions. If LFUCG learns that coverage for students, instructors or faculty advisors has been or will be terminated, LFUCG will notify Hospital as soon as possible. LFUCG acknowledges legal responsibility and assumes all risks of personal injury, property damage, and other injuries or damages attributable to the negligent acts or omissions of Students while participating in the clinical learning experience, including without limitations those liabilities arising from any and all clinical care provided by Students and Students' obligation of confidentiality while participating in the clinical learning experience.
- F. **COOPERATION IN THE EVENT OF A CLAIM.**
- 1) In the event LFUCG becomes aware of any potential claim, incident, injury or allegation (the “**Event**”) related to this Agreement or the student’s participation in a clinical rotation at Hospital, LFUCG shall provide Hospital with written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances or the alleged incident, the addresses of the available witnesses and details following any investigation performed by LFUCG related to the Event.
 - 2) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with each other in the conduct of any suits arising from a student’s participation in a clinical experience at Hospital.
- G. **TERMINATION OF STUDENT PARTICIPATION:** The parties agree that Hospital may terminate a student's internship at any time for any cause deemed sufficient by Hospital provided, however, that Hospital shall not act arbitrarily and the student will be given an opportunity to be heard prior to being terminated from the clinical educational experience.
- H. **NOTICE:** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Hospital: Baptist Health Lexington
1740 Nicholasville Rd
Lexington, Kentucky 40503
Attn: Hospital President

Copy to: Baptist Healthcare System, Inc.
2701 Eastpoint Parkway
Louisville, Kentucky 40223
Attn: Vice President and Chief Legal Officer

LFUCG: Lexington-Fayette Urban County Government
Division of Fire & Emergency Services
219 East Third Street
Lexington, Kentucky 40508

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

J. **HEADINGS:** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.

K. **COMPLETE AGREEMENT:** This constitutes the full and complete Agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith and no changes, alterations, modifications, or qualifications shall be had in the terms and conditions or provisions of any paragraph or item of this Agreement except the same shall be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BAPTIST HEALTHCARE SYSTEM, INC.
d/b/a BAPTIST HEALTH LEXINGTON

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Hospital President

By: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF UNDERSTANDING

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

1. The program in which I am enrolled requires a period of assigned guided clinical experiences in facilities other than LFUCG.

2. The clinical experiences will be assigned for their educational value. Thus, I will not be entitled to any wages, workers' compensation or other benefits, either from the LFUCG or from the Hospital.

3. While in the hospital facility, I will conduct myself in accordance with its rules, policies, procedures and regulations. Further, I will be subject to the supervision of both Hospital personnel and the LFUCG faculty.

4. I understand that neither Hospital nor LFUCG are responsible for injuries which I incur solely as a result of my own negligence. I acknowledge that LFUCG has encouraged me to acquire personal medical and hospitalization insurance.

5. I have read and agreed to LFUCG's policies, rules and regulations related to the program for which I have enrolled.

6. I understand that information regarding patients or former patients is confidential and is to be used only for clinical purposes. I agree to maintain permanently the confidentiality of all patient information obtained during my clinical experience.

7. I understand that the educational experience in which I am involved will in no way entitle me to a job at the Hospital.

8. I understand that any action on my part which is not fully consistent with the above statements may warrant removal from the clinical experience at the Hospital.

9. I hereby release and forever discharge LFUCG and Hospital, their officials, employees, agents, representatives, successors and assigns, from any claims, demands, damages, or injuries or causes of action whatsoever which may arise as a result of my involvement in the training program.

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

Date: _____

Student

Witness