FIELD PLACEMENT EDUCATION AGREEMENT

between

Eastern Kentucky University
College of Health Sciences
Richmond, Kentucky

and

Lexington-Fayette Urban County Government (LFUCG)

This agreement is between the **College of Health Sciences, Eastern Kentucky University**, 203 Rowlett Building, 521 Lancaster Avenue, Richmond, KY 40475-3102, hereinafter referred to as "College" **and Lexington-Fayette Urban County Government (LFUCG)** 200 E. Main Street, Lexington, Kentucky 40507 hereinafter referred to as "Facility."

WITNESSETH

WHEREAS it is understood that the participating parties are authorized to enter into cooperative agreements for the purpose of providing supplementary instructional activities, professional laboratory experience, and student-teacher field experiences.

WHEREAS under this agreement, College and Facility will cooperate in the conduct of educational activities to provide an internship experience for college students, including as described below.

WHEREAS the parties recognize that EKU is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity.

COLLEGE AND FACILITY JOINTLY AGREE THAT:

1. There will be no discrimination against a student or faculty member because of race, color, creed, gender, religion, age, national origin or disability in any aspect of this program.

2. College and Facility agree that all arrangements in reference to this program shall be governed and consistent with policies of the Facility, as well as those of the College.

3. The determination of the number of students who will participate in the program, the dates of the program, and the length of the program shall be a joint decision based on available staff, space, and necessary learning experiences in the Facility.

4. In the event of an accident or incident which might involve legal liability on the part of a student or Facility employee, each party will submit to the other an incident or accident report to the appropriate department of EKU or appropriate

department of the Facility.

5. There will be on-going, open communication between College and Facility to insure understanding of the expectations and roles of both parties in providing practical field experience and education for students.

    a. The College shall designate one (1) representative to serve as a liaison between it and the Facility.

6. Each will remain responsible for the acts of their respective employees and agents.

7. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial.

8. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits.

COLLEGE AGREES TO:

1. Maintain university accreditation by the Southern Association of Colleges. EKU and individual programs shall seek and maintain approval and/or accreditation by appropriate program approving bodies.

2. Apply all regulations, policies and procedures of the Facility to students and faculty engaged in the educational program.

3. Carry professional liability insurance for itself, agents, officers, and employees in the amount of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate per policy year.

4. Indemnify Facility, to the extent permitted by law, from any and all liability, loss or damage that Facility may suffer resulting from the acts or omissions of EKU's employees or agents acting within the scope of their duties under this agreement.

    a. This agreement is entered into with the mutual understanding and agreement that Kentucky law does not permit indemnification, except as provided under KRS 45A.225, et seq.

THE FACILITY AGREES TO:

1. Retain responsibility for client/customer care, the organization, administration, staffing, operating, and financing of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body, and operated in accordance with applicable state and federal law.

2. Cancel the field experience of any student whose performance is unsatisfactory, whose professional behavior interferes with the development of client services within the Facility, whose health is a detriment to the student's successful completion of the program, or who violates the established rules and regulations.

a. In such an event, the Facility will notify the appropriate EKU department as soon as possible.

3. Disseminate the established rules and regulations to the participating students.

4. Coordinate so that all programs may have maximum benefit of learning experiences, where multiple educational programs exist.

5. Be responsible for informing personnel regarding the rights and privileges of the EKU students.

6. Make available to students, if applicable, the use of its food services, conference rooms, dressing rooms, and library/resource room as available and as required by the educational program and without charge except for food consumed by the participants.

7. Provide necessary personal protective equipment for caregivers to comply with the CDC Universal Precautions and the OSHA Bloodborne Pathogens Standard regulations, if required.

8. Acknowledge that students participating in the College of Health Sciences are members of the Facility's "workforce," as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rules at 45.

    a. As members of Facility's workforce for purposes of HIPAA, students participating in the Affiliation Program will be subject to the Facility's HIPAA policies and procedures. The parties further acknowledge that the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, applies to this Agreement.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

TO THE EXTENT the parties must exchange FERPA-protected information pursuant to this agreement, each agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any information that is protected by FERPA, and, therefore, agrees that it will comply with all obligations that FERPA imposes on a "School Official." Each party will use the information only for the purposes of fulfilling its duties and responsibilities under this Agreement.

TO THE EXTENT either party receives Personal Information from the other as defined by an in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932, 61.933 ("the Act"), the receiving party shall secure and protect the Personal Information by, without limitation:

1. Complying with all requirements applicable to non-affiliated third parties set forth in the Act;

2. Utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as the sending party's procedures, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction;

3. Notifying the sending party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach, unless an exception set forth in KRS 61.932 applies and recipient abides by the requirements set forth in in that exception;

4. Cooperating with the sending party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act;

5. Paying all costs of notification, investigation, and mitigation in the event of a security breach of Personal Information suffered by the receiving party; and

6. Handling, at the sending party's discretion and direction, all administrative functions associated with notification, investigation, and mitigation.

GENERAL

GOVERNING LAW: This agreement and the transactions contemplated hereby shall be enforced in accordance with the laws of Kentucky without regard to the conflict of law provisions thereof. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in a United States federal court or a state court having subject matter jurisdiction located in Kentucky. Each of the parties hereby expressly submits to the personal jurisdiction of the foregoing courts located in Kentucky, and waives any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceedings in such courts.

DATE OF EFFECTIVENESS: This Agreement shall become effective on the 20th day of January 2026 and shall remain in full force and effect until terminated.

TERMINATION: This Agreement shall be subject to review by the parties annually and shall continue thereafter, provided, however, that either party shall have the right to terminate this agreement upon 30 days written notice to the other. All students enrolled in the program (i.e. Field Experience) at the time of notice to terminate this Agreement is given shall be permitted to complete the program. Termination shall occur only at the end of the semester term.

MODIFICATION: This Agreement may be modified by mutual agreement of the parties. It is understood that this working arrangement will be interdependent.

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

This Agreement contains the entire agreement between the parties and

supersedes all prior understandings and agreements, oral or written, relating thereto.

IN TESTIMONY WHEREOF, witness the duly authorized signatures of the parties hereto to the original:

Lexington-Fayette Urban County Government (LFUCG)	Eastern Kentucky University College of Health Sciences
_____	By: Mike Ballard
MAYOR	Title: Interim Dean, College of Health Sciences
Date:_____	Date: 01-22-26

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