

AFFILIATION AGREEMENT

This Affiliation Agreement (hereinafter referred to as “Agreement”) effective this 1st day of **August, 2026**, (“Effective Date”) by and between **Lexington Fayette-Urban County Government Division of Aging and Disability Services** (hereinafter referred to as “Facility”) and the **University of Louisville**, a Kentucky higher education institution, on behalf of its **Kent School of Social Work and Family Science** (hereinafter referred to as “University”).

WITNESSETH:

WHEREAS, University offers a **Social Work and Family Science** Program (“Program”) at its campus located in Louisville, Kentucky and;

WHEREAS, Facility operates facilities which can provide a setting for practical learning and social work experiences, and;

WHEREAS, University requires that the students enrolled in the Program complete a practicum rotation for their program under the supervision of a qualified professional and Facility desires to cooperate with the University by making its facilities available to students upon the conditions set forth in this agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

I. STUDENT ASSIGNMENT AND RESPONSIBILITIES

Facility agrees to provide students of the University with an opportunity to obtain practical learning and social work experiences in its facility, and the University agrees to assign students to Facility to obtain such learning and experiences on the terms and conditions hereinafter described.

- A. Placement of students will be jointly agreed upon by Facility and the University after consultation with and consideration of the students’ needs and qualifications.
- B. The number of students assigned to, and accepted by, Facility at any given time shall be agreed upon by representatives of both the University and Facility.
- C. Representatives of Facility and the University shall cooperate in developing the methods of instruction, objectives and other details of the practicum experience.
- D. Students shall comply with all Facility policies, regulations and procedures. If problems arise, students acknowledge that the practicum coordinators of the University shall be notified and representatives from the University and Facility shall mutually handle such problems.
- E. Students will be responsible for providing their own transportation and living arrangements (if applicable) during the practicum for the program.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide practical learning and experiences relevant to the Kent School of Social Work and Family Sciences to students assigned to Facility, which includes providing appropriate facilities and settings for the students' learning experiences.
- B. Facility will arrange and conduct an appropriate on-site orientation program for students promptly upon students' arrival at the Facility. This orientation program shall include information concerning any legal requirements imposed on students as part of their placement. Facility's policies and regulations will be explained to the students at the orientation session and all applicable Facility policies and regulations will be provided to the students in writing.
- C. Facility will retain responsibility for patients and/or clients of Facility and will maintain administrative and professional supervision of students insofar as the students' presence affects the operation of Facility and/or the direct or indirect provision of services to patients and/or clients of Facility. The Facility supervisor will provide written evaluation(s) of student as requested by University. Verbal feedback to the University may be appropriate at times.
- D. Facility will inform the University, through the practicum coordinators, of any new procedures and/or policies or any changes in procedures and/or policies which may affect the experiences described hereunder.
- E. The participation in the learning and work experiences at the Facility is considered an integral part of the student's formal education, and University credit is earned through the experience. Monetary gain is not the objective of the placement or internship, and Facility is not required to provide monetary compensation to the student during the practicum.
- F. All students participating in this Program must comply with the rules and regulations of Facility. Violation of any such rules and regulations may result in immediate suspension and possible termination and withdrawal of the student from the practicum at Facility. Upon the suspension of any student, Facility agrees to immediately notify the University in writing of the circumstances of the suspension. While every reasonable effort will be made by Facility to mutually agree with University concerning the termination of any student from the placement at the Facility, Facility has the right to make the final decision when Facility and University cannot reach mutual agreement.
- G. Facilities where students are placed may require the student to provide criminal record checks (federal, state and/or military), drug screens, immunization records, tb results, etc. The University does not require these for placement and is not responsible for arranging, providing for, or paying for the requirements set by the placement facility.

III. UNIVERSITY RESPONSIBILITIES

- A. The University shall assign an appropriately qualified faculty member who shall coordinate student learning experiences and assist Facility in monitoring the quality of care provided by students.

- B. If requested, the University prior to assigning students to the Facility, shall submit a copy of the curriculum and course content to Facility for review.
- C. The University shall recommend for practicum experiences only those students who have successfully completed all necessary requirements of the University's program.
- D. The University shall inform students of the policies and procedures provided by Facility to the University.
- E. The University shall advise Facility of any change in the accreditation status of the University.
- F. University shall have the right, in its sole and absolute discretion, to remove a student from his/her/their placement at the Facility at any time. In the event the University removes a student from the Facility, it will use reasonable efforts to coordinate with the Facility regarding any potential replacement students
- E. Any use by facility of any University marks, logos, or trademarks must be approved in writing by the University's Office of Communications and Marketing prior to use, and such use shall immediately cease upon expiration or termination of the Agreement.

IV. INSURANCE /LIABILITY

- A. Any student injured on Facility premises during scheduled practicum experience will be assessed/rendered emergency care as appropriate through the Facility's available resources. Students are not afforded protection under Facility's workers' compensation or health insurance programs. Any expenses for emergency examination or treatment shall also be borne by the student. It is further understood that all students must possess health insurance satisfactory to meet any Facility requirements and shall show proof of all vaccinations/inoculations required by the Facility, which may include, but shall not be limited to, tuberculosis, rubeola, and rubella.
- B. It is understood that assigned students are not Facility employees and therefore, are not entitled to any Facility employee benefits, including but not limited to Social Security, employment compensation, or workers' compensation.
- C. Facility shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.
- D. If requested by Facility, the University will provide a current certificate of insurance describing professional and general liability coverage maintained by University, covering University students and faculty while at Facility, with limits of liability coverage not less than \$1,000,000 per occurrence, and which meets the requirements of any applicable state law.

V. CONFIDENTIAL INFORMATION

- A. Students and faculty shall maintain confidentiality regarding all patient/staff information gained during practicum experience, in accordance with state and federal laws and Facility policies.
- B. University and Facility acknowledge that if the Facility is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), to the extent that student or University personnel have access to protected health information (“PHI”), as such is defined under HIPAA, due to their participation in student’s assignment at Facility, it is agreed that for HIPAA purposes only such student and University personnel are deemed to be part of Facility’s “workforce” and involved in the Facilities’ “healthcare operation”, as such terms are defined under HIPAA. Student and University personnel shall be subject to Facility’s policies and procedures governing the use and disclosure of PHI. The parties further agree that the affiliation established by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Facility and Student or between the Facility and the University personnel. University will provide in-service training to Student on HIPAA as needed.
- C. Facility reserves the right to review any material intended for publication by University faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of Facility.
- D. Facility acknowledges that certain documents, such as the competency development plans, monthly reports, mid-term and final evaluations, and action plans, may constitute student records within the meaning of University policies and/or the Family Educational Rights and Privacy Act (“FERPA”). Facility agrees to work with University and the faculty/staff advisor(s) to review for the inclusion of any Facility proprietary and/or confidential information in such documents. Should any of Facility’s proprietary and/or confidential information be found, Facility will work with University to appropriately redact the materials or separate them in a way to permit University access to student records without the need to prevent access to entire sets or groups of student records associated with the practicum courses. Facility agrees to protect student records to the same extent that FERPA applies to the University, to not disclose student records to any third party without the permission of the respective student, to limit access to student records to only those employees or agents with a need to know, and to protect the identity of the respective students with regard to such records. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of students to the extent that access to the University’s records is required by Affiliate to carry out the clinical training experience.
- E. Facility agrees to secure and protect any data that University shares with Facility (and to require the same of any other entity with whom Facility shares or gives access to that data) from unauthorized access, use, modification, disclosure, manipulation, or destruction, and will use processes that meet industry standard practices for protecting such information (which processes must be at least as stringent as Facility would use for protecting its own confidential information).

- F. University and Facility agree that University will not supply University-issued student identification numbers or other governmental issued identifiers (including, but not limited to, social security numbers) directly to Facility. Students, at their own discretion, may supply such information directly to Facility or to a third party who in turn makes such information available to Facility.

VI. TERM AND TERMINATION

- A. This Agreement shall commence on Effective Date and continue for an initial term of one (1) year. At the end of the initial term, this agreement shall automatically renew for additional one (1)-year terms, up to a total of five (5) one (1)-year terms, unless earlier terminated by the parties as provided in this Agreement.
- B. Either party may terminate this agreement without cause at any time during a term by giving ninety (90) days prior written notice; provided that students assigned to Facility shall be given an opportunity to complete their affiliation, if reasonably practicable.

VII. CLAIMS

If either party becomes aware of a legal claim or threatened claim involving the other party in connection with the Program, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

VIII. MISCELLANEOUS

- A. No individual will be discriminated against on the basis of race, sex, gender, age, creed, national origin, disability, sexual orientation, marital status, pregnancy, veteran status, or any other status protected by applicable law.
- B. This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing this Agreement on behalf of the parties represent that they have been appropriate authority to do so.
- D. Any amendment to this Agreement must be in writing and executed by both parties hereto.
- E. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IX. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University:

University of Louisville
Office of University Counsel
206 Grawemeyer Hall
Louisville, KY 40292
counsel@louisville.edu

Facility:

Lexington Fayette-Urban County Government Division of Aging and Disability Services
195 Life Lane
Lexington, KY 40502

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall be effective as of the date first set forth above.

University of Louisville

Kathryn Cardarelli
Executive Vice President and Provost

Lexington Fayette Urban County Government

Name:
Title: