

**Clinical Agreement
Pioneer Career and Technology Center
Mansfield Opco, LLC, d.b.a. Arbors at Mifflin
Mansfield, Ohio**

THIS AGREEMENT is between Pioneer Career and Technology Center and Mansfield Opco, LLC, d.b.a. Arbors at Mifflin (the Facility). Intention of either party to cancel this agreement shall require notice to the other party at least thirty (30) days prior to termination.

WHEREAS, the Pioneer Career and Technology Center and the Facility are desirous of cooperating in providing learning experiences for Nurse Aide Training Program (NATP) students, the following agreement is acceptable to both parties.

The Pioneer Career and Technology Center will assume responsibility for the following:

- **To provide for the planning and implementing of the educational program which is approved by the Pioneer Career and Technology Center Board of Education and the Ohio Department of Health – NATP Division.**
- **To assist with planning, developing and implementing the clinical experience of students.**
- **The student is responsible for carrying their own liability insurance.**
- **The job title of the student will be “Nurse Aide Trainee” with name tag provided for identification.**
- **The faculty of Pioneer Career and Technology Center will abide by the existing rules and regulations of the long term care facility and the state approved Nurse Aide Training Competency Evaluation Program.**
- **To provide the long-term care facility with a list of students prior to the clinical experience, certifying that they are in good general health, have had current Mantoux testing (2 step), have had current Hepatitis B vaccine and are physically capable of participating in the program.**
- **The faculty of Pioneer Career and Technology Center will assume responsibility for assisting with enforcing compliance of the long-term care facility policies.**
- **The faculty and the students of Pioneer Career and Technology Center will be responsible for their own transportation to and from the Facility.**
- **To require each student to have a current parent or guardian permission slip.**

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The Facility will have the privilege of the following:

- Refusing educational experience in the clinical areas to any student or faculty member who does not meet the standards and policies for health, safety or ethical behavior.
- Resolving conflict in favor of the residents' welfare and restricting the student trainee involved to an observer role until the incident can be clarified by the staff and faculty members.
- The Facility is not the employer for any students participating in the educational experience, and accordingly does not provide any form of health or worker's compensation insurance, or any other form of remuneration or benefits to the students.

General Provisions

- The parties to this Agreement are independent contractors. Neither School nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of Facility. In addition, neither Facility, nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of School.
- There shall be no monetary consideration paid by either party to the other, it being acknowledged that the educational experience provided hereunder is mutually beneficial.
- Each party represents and warrants to the other that (i) neither it nor any of its students, employees or owners has been debarred, suspended, declared ineligible or excluded from Medicare, Medicaid, or any other federal or state governmental health care program; and that (ii) no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against such party or any of its affiliates or to such party's knowledge against any student, employee, contractor, or agent engaged to provide services by such party under this Agreement.
- Nondiscrimination. Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or disability in providing Services under this Agreement or in the selection of employees or independent contractors. Each party hereto warrants that it is in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances, included but not limited to: Civil Rights of 1964; The Rehabilitation Act of 1973; The Fair Labor Standards Act; Equal Opportunity Clause (41 CFR 60.250.5(a); 41 CFR 60-300.5(a); and 41-CFR 60.741.5(a)); Affirmative Action Programs (41 CFR 60-1.40(a)(2)); and other laws that may apply from time to time as amended.