

CLINICAL PRACTICE SITE AGREEMENT
between
PIONEER CAREER AND TECHNOLOGY CENTER
and
MERCY HEALTH - WILLARD HOSPITAL LLC

THIS CLINICAL PRACTICE SITE AGREEMENT (“Agreement”) is entered into as of 1st day of August 2020 (“**Effective Date**”) by and between Pioneer Career and Technology Center (“**Institution**”) and Mercy Health - Willard Hospital LLC (“**Mercy**”).

WHEREAS, the Institution is engaged in the instruction of students in its Certified Clinical Medical Assistant program (“**Students**”); and

WHEREAS, as part of the curriculum of its educational program for Certified Clinical Medical Assistant, the Institution requires the use of various healthcare facilities for direct patient care learning experiences for its Students; and

WHEREAS, Mercy has acute care healthcare facilities and office practice healthcare facilities and is willing to serve as a clinical site for rotation of Institution Students.

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed as follows:

1. **Responsibilities of Institution.**

- 1.1 Provide qualified instruction and guidance for Students assigned to Mercy for clinical learning experiences in medical assisting under this Agreement. The Institution shall also be responsible for communicating with appropriate personnel at Mercy to interpret Students’ programs, select learning experiences, and inform Students that they are to gain understanding of Mercy’s applicable practices and policies, and maintain compliance with them.
- 1.2 Designate a clinical coordinator to supervise the Students and act as a contact person/liaison with Mercy’s clinical staff.
- 1.3 Ensure that the pre-clinical instructions or curriculum have been accomplished by the Students before placement at Mercy. The Institution will assign to Mercy only those Students who have satisfactorily completed the prerequisite portion of the curriculum.
- 1.4 Instruct both Institution-employed Faculty (“**Faculty**”) and Students to abide by existing rules and regulations of Mercy, including dress code, while assigned for clinical experience.
- 1.5 Provide verification to Mercy that the Students meet health and ethical standards of Mercy, including a physical examination showing that the Students or onsite Faculty member is free of communicable diseases, including the results of tuberculosis testing, and required vaccinations (see **Exhibit A**). The Institution shall provide verification to Mercy of having the Students successfully completed instruction regarding blood borne pathogens and universal precautions and compliance with applicable Occupational Safety and Health Administration regulations prior to clinical placement.

- 1.6 Ensure all Faculty and Students hold all protected health information (“**PHI**”) that may be shared, transferred or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized disclosure of such **PHI** in accordance with the protections afforded by applicable federal, state and local laws and/or regulations regarding the security and confidentiality of PHI including, but not limited to, any regulations, standards or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated thereunder or amendments (“**HIPAA**”) and other applicable laws. Further, Institution agrees to: (a) maintain safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein; (b) return or destroy all PHI received from Mercy that it still maintains in any form and not to retain any such PHI in any form upon termination of this Agreement, or when Students complete the then current rotation; (c) report to Mercy any use or disclosure of PHI which is not provided for in this Agreement; and (d) provide verification to Mercy that all Students assigned to Mercy having successfully completed training in basic HIPAA privacy and security prior to clinical placement. This Section shall survive termination of the Agreement.
- 1.7 Provide Mercy at least thirty (30) days prior to the beginning of the term, the clinical practice schedule, including dates, hours, and number of Students. The number of Students will be determined by mutual agreement prior to the start of the rotation. Mercy does not guarantee any particular number of Students will have access to clinical placement in any given term.
- 1.8 Ensure that all Faculty and Students assume responsibility for personal illness.
- 1.9 Ensure that all Faculty and Students provide their own transportation to and from Mercy.
- 1.10 Ensure each Student wears an identification name tag approved by Mercy to be worn on site. Additional or alternate identification badges may be required by Mercy. Students shall follow all security policies and procedures required by Mercy while on site.
- 1.11 Ensure that all Faculty assigned to Mercy are currently and appropriately licensed and provide the Director of Nursing or designee with a list verifying each instructor’s name, license number and expiration date.
- 1.12 Ensure that neither it, or any Faculty or Student, has been sanctioned by or excluded from participation in any Federal or State healthcare program, including Medicare and Medicaid. The Institution agrees that if it, Student or any Faculty should be sanctioned by or excluded from participation in any Federal or State healthcare program, including Medicare and Medicaid, it will immediately notify Mercy of such event and Mercy shall have the right to immediately terminate this Agreement without penalty or cost.
- 1.13 Evaluate Students’ performance and supervise his/her activities subject to the limitations in paragraphs 2.4 and 2.5 of Mercy’s duties below.

2. Responsibilities of Mercy.

- 2.1 Maintain standards which make it eligible for approval as a clinical site for instruction for the appropriate discipline.
- 2.2 Permit visitation of clinical facilities by representatives of the applicable State regulatory or other accrediting bodies.

- 2.3 Maintain accreditation by The Joint Commission.
- 2.4 Maintain responsibility for the care of patients. Students shall be permitted to participate in the health care and related services to patients at Mercy, consistent with the Student's training and experience and under the supervision of a preceptor. Mercy shall retain ultimate authority and responsibility for the professional services provided to patients and all decisions related to the management of the patient. Students will not replace Mercy personnel nor give service to patients, apart from the educational value to the Student.
- 2.5 Discuss Students' clinical experience needs with Institution; provide ongoing supervision or preceptor of Students with direct patient care; and provide feedback regarding Student performance.
- 2.6 Provide opportunity for Faculty members to stay current with policies and procedures of Mercy by participating in appropriate meetings and/or issuing written bulletins regarding any changes.
- 2.7 Provide the following facilities, services or supplies for use by Faculty and Students in clinical rotation:
 - i. Orientation for Faculty and Students;
 - ii. Lockers and dressing room space, if available;
 - iii. Conference rooms, on a daily scheduled basis, with adequate seating, if available;
 - iv. Appropriate access to reference library, which contains at a minimum a medical dictionary, current drug reference, and one current reference pertaining to the specific clinical area;
 - v. Applicable medical records for educational use;
 - vi. Meals at prices charged Mercy employees;
 - vii. If needed, provide emergency medical services at established Mercy charges;
 - viii. Parking in a designated parking area.
- 2.8 Where applicable, "preceptor" shall meet the (i) definition of "preceptor" as set forth in OAC 4723-5-01, (ii) qualifications as set forth in OAC 4723-5-10 and (iii) responsibilities as set forth in OAC 4723-5-20.

3. Institution and Mercy.

- 3.1 Mercy may refuse access to any of its facilities by Faculty or Students who do not meet the standards and policies for health, safety or ethical behavior of Mercy.
- 3.2 The parties will monitor the performance of Students assigned to Mercy for clinical experience and notify the other party when a Student's performance is not satisfactory.
- 3.3 Mercy may resolve any problem situation in favor of the patient's welfare and may take the patient assignment from the Student(s) and restrict the Student(s) to an observer role. If deemed necessary by Mercy, for any reason, the Student(s) may be removed from rotation and required to withdraw from Mercy.
- 3.4 While assigned to Mercy, the Faculty and Students will not be considered employees of Mercy, and will not be covered by any employee benefits provided to Mercy employees, including but not limited to, Social Security, Workers' Compensation, professional liability

insurance, or paid time off. The Faculty and Students do not have access to any employee grievance procedure or any appeals rights under Mercy's Medical Staff.

- 3.5 Mercy may recruit Students for employment without penalty either during the term of this Agreement or thereafter.
- 3.6 This Agreement shall continue from the **Effective Date** for a period of five (5) years unless terminated by either party upon sixty (60) days' prior written notice.

4. Insurance and Indemnification.

4.1 Each party shall obtain and maintain in full force and effect at all times during this Agreement, in conjunction and connection with its performance, and the performance of its respective employees under this Agreement, and as coverage for the following risks associated therewith: (i) Professional Liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate, with each limit applicable to each individual providing any professional service under the Agreement; (ii) Workers' Compensation insurance and Employer's Liability insurance (with a minimum of \$1 million per incident) or any alternative plan or coverage as permitted or required by applicable law insuring any employees of the parties in accordance with Ohio law and statutory limits specified thereby and containing a waiver of subrogation against Mercy and its affiliates; and (iii) Commercial General Liability insurance, providing blanket coverage up to a combined single limit, bodily injury and property damage liability of at least \$1 million per occurrence and \$3 million in the annual aggregate. Each Student is required to maintain professional liability insurance with minimum limits of \$1 million per occurrence and \$3 million in the aggregate. All insurance coverages required under this Agreement shall be provided by means of a policy or policies written by and secured from a company or companies rated no less than A- in accordance with the latest edition ratings published by A.M. Best Company, Inc.; provided, however, that Institution and Mercy may satisfy its respective obligations through a self-funded or self-insurance arrangement approved by the other party. Upon request, the parties shall provide documentation of the required insurance coverages to the other party to this Agreement. Upon request a party shall furnish Certificates of Insurance, satisfactory to the requesting party, as to contents and carriers, for the coverages required above. In addition, the parties shall provide thirty (30) days advance written notice if any insurance policy considered under this Section is cancelled, terminated, not renewed or diminished below required limits.

4.2 Each party shall have such rights to indemnification against the other as exist under Ohio law and nothing in this Agreement shall be construed as limiting such rights. Each party further agrees that it is responsible for any injury, loss, or damage to the extent caused by any negligent act or omission of its employees or agents and nothing in this Agreement shall be construed to place any such responsibility upon the other party. Each party agrees to cooperate in good faith in the defense of any third-party claim directed at one or both parties for any service provided under this Agreement.

4.3 This Section shall survive the termination of the Agreement.

5. Adherence to Mercy Policies, Procedures Risk Management and Patient Safety Programs.

All Staff/Students of Institution are obligated to participate in any and all orientation and safety education programs as determined necessary by Mercy. Staff/Students also shall comply with all Mercy policies and procedures, and to immediately report to Mercy Risk Management any patient

safety issues including actual events and near miss events. Staff/Students shall participate in all investigations and corrective actions designed to enhance quality and patient safety. Staff/Students shall cooperate in any investigation, review or corrective action as requested or directed by Mercy. Institution shall require Faculty and Students to comply with all applicable laws and regulations regarding confidentiality of patient information, scope of practice, documentation, peer review privilege and other laws and regulations as may be applicable.

6. Miscellaneous.

6.1 Institution represents to Mercy that neither it, any of its affiliates, nor any person acting pursuant to this Agreement (i) is currently excluded, debarred, or otherwise ineligible to participate in any state or federal programs, including, but not limited to, federal healthcare programs as defined in 42 U.S.C. § 1320a-7b(f) (the “**Health Care Programs**”); (ii) has been convicted of a criminal offense related to the provision of health care items or services; (iii) has been excluded, debarred or otherwise declared ineligible to participate in any Health Care Program; or (iv) is under investigation or otherwise aware of any circumstances that may result in said party being excluded from participation in any Health Care Program. This shall be an ongoing representation during the term of this Agreement. Institution shall immediately notify Mercy of any change in the status of the representation set forth in this Section. Any breach of this Section shall give Mercy the right to terminate this Agreement immediately upon written notice to the Institution.

6.2 Institution agrees to comply with Mercy’s Notice to Agents, Vendors, and Contractors, attached as **Exhibit B**, understand the requirements set forth in that Notice, agrees to abide by it and represents to Mercy that neither Institution nor any Institution employee or Student is prohibited from doing business with Mercy under the criteria set forth in **Exhibit B**.

6.3 All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, or by facsimile delivery, call-back requested, addressed to the party to whom it is given at the addresses or numbers set forth below or such other persons or addressees or numbers as shall be given by notice of any party:

To Institution: Pioneer Career and Technology Center
27 Ryan Road
Shelby, OH 44857
Attn: Adult Education Director

To Mercy: Mercy Health – Willard Hospital LLC
1100 Neal Zick Road
Willard, OH 44890
Attn: President

6.4 It is understood and agreed by the parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any applicable laws, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 6.5 The waiver by either party of a breach of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party. Nothing in this Agreement shall be construed as a waiver by either party of its ability or right to assert defenses otherwise available to that party by operation of law.
- 6.6 The parties agree that neither will discriminate against any Student, Faculty, Mercy employee, or patient on the basis of age, race, religion, gender, creed, national origin, disability or veteran status or other protected classification under applicable law.
- 6.7 Each provision of this Agreement shall be considered severable and if for any reason any provision is determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement that are valid. In such case, this Agreement shall remain in full force and effect and any invalid or contrary provision shall be replaced with the alternative valid and enforceable provision(s) which otherwise gives maximum effect to the original intent of the parties.
- 6.8 This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the parties.
- 6.9 Institution shall neither assign nor subcontract (except as provided herein) any portion of its obligations under this Agreement without the prior written consent of Mercy and any such assignment shall be null and void. Mercy shall be permitted to assign this Agreement to any of its affiliates.
- 6.10 The failure by any party to exercise any right provided for herein shall not be deemed a waiver of that or any other right.
- 6.11 The captions of the various sections of this Agreement are not a part of its context and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.
- 6.12 This Agreement and all attached Exhibits, which are incorporated by reference into this Agreement, constitute the entire understanding and agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, and understandings, whether oral, in writing, or established by any course of dealing of the parties, concerning the subject matter of this Agreement, including, but not limited to, any prior agreement between the parties. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- 6.13 This Agreement is governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law principles.
- 6.14 Any action or proceeding arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in Lucas County, Ohio.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

INSTITUTION

MERCY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

Student Name: _____ **Date:** _____

Institution: Pioneer Career and Technology Center

	Completion Date(s)	If No, explanation required	Comments
Background check completed, note any negative results in comments			
Malpractice insurance with limits of 1 mill/3 mill			
BLS Certification			
Bloodborne Pathogen/Standard Precautions Education			
Safety and HIPAA Education			
Physical Examination completed			
PPD Current 2 step PPD or past 2 step PPD and a current 1 step PPD or QuantifFeron Gold or Tspot blood test initially then annual PPD test			
Hepatitis B Need proof of 3 Hep B injections or positive titer	Date: Date: Date: Titer:		
Tetanus Good for 10 years from injection date			
Rubella Need proof of 2 MMR vaccines after age 1 or blood titer lab showing positive immunity	Date: Date: Titer:		
Rubeola Need proof of 2 MMR vaccines after age 1 or blood titer lab showing positive immunity	Date: Date: Titer:		
Mumps Need proof of 2 MMR vaccines after age 1 or blood titer lab showing positive immunity	Date: Date: Titer:		
Varicella Need proof of 2 varicella vaccines after age 1 or blood titer lab showing positive immunity	Date: Date: Titer:		
Influenza Required annually			

I certify that this information is correct and on file with the Institution.

Signature

Date

Exhibit B

NOTICE TO AGENTS, VENDORS AND CONTRACTORS

Bon Secours Mercy Health, Inc. (“**BSMH**”) has created a Corporate Responsibility Program to ensure we comply with all laws and regulations that apply to a tax-exempt, church-based health care provider. This includes laws concerning health and safety, Medicare and Medicaid, fraud and abuse, tax, anti-trust, environmental and labor laws, among others.

We cultivate a culture of compliance from the Board Rooms to front-line care-givers, and we include our credentialed providers, vendors and contractors in that commitment. We commit to an effective Corporate Responsibility Program to sustain that culture. Our program includes education, communications methods to encourage reports of concerns, investigations into concerns, monitoring and auditing for compliance and accuracy, and accountability and corrective action when we detect an error.

Vendors and contractors must be aware of, and agree to abide by, the following provisions of our Corporate Responsibility Program as a continuing condition to do business with us:

Eligibility to Do Business with a BSMH Entity

1. As a Medicare-participating organization, we are prohibited from hiring or doing business with any entity or person who has been:
 - A. Excluded from participating in federal or state health programs by the Office of Inspector General of the U.S. Department of Health and Human Services;
 - B. Barred from contracting with the U.S. Government by the General Services Administration; or
 - C. Listed as a Terrorist Organization or supporting individual by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
2. Vendors must certify their eligibility to do business with a BSMH entity by certifying that neither the organization, nor its owners or principals or any vendor employee (collectively, “**staff**”) who will provide services to the BSMH entity is prohibited from doing business with BSMH under paragraph 1.
3. Eligibility is a continuing condition of any contract with BSMH and vendors must agree to notify BSMH immediately if the government takes adverse action in paragraph 1 against Vendor or any of its staff. Vendor must also notify BSMH if they learn of an investigation that could reasonably result in adverse action in paragraph 1 against Vendor or its staff. BSMH may terminate a contract where the government takes adverse action listed in paragraph 1 against Vendor or its staff.

Business Ethics, Gifts and Gratuities

4. BSMH does business in an open, fair, impartial, and transparent manner and engages in arms-length negotiations with potential vendors, contractors or business partners. BSMH requires our employed associates, credentialed providers, board members and volunteers to act in the best interests of BSMH at all times. This includes avoiding conflicts of interest that might jeopardize the impartiality of their judgment and decision-making, as well as avoiding situations that create a reasonable appearance of a conflict of interest or an appearance of favoritism, partiality, personal gain or insider-dealing.
5. BSMH associates may not seek, request or accept any gift, gratuity or other item, regardless of value, that is intended to influence a business decision, or that is offered to them because of their position in a pending business decision. BSMH associates may not accept gifts, gratuities, discounts or other things of value from anyone doing business with, or desiring to do business with, BSMH or any BSMH entity, except in nominal amounts, which they must disclose to their reporting superior.

6. The Corporate Responsibility Program includes a Corporate Responsibility Officer (“**CRO**”) who can assist or respond to any vendor concern about possible violations of BSMHs policies or applicable laws or regulations. Associates are required, and vendors are encouraged, to report any concerns anytime, 24/7/365, on an anonymous basis at 1-888-302-9224. BSMH policy prohibits retaliation for a report made in good faith.

Required Education on the False Claims Act and Whistleblower Protections for Providers of Medicaid-covered Services

Because BSMH and its entities receive in excess of Five Million Dollars (\$5,000,000) in annual Medicaid reimbursements, we are required to provide additional education to our employed associates, vendors and contractors related to the False Claims Act and whistleblower protections available under those laws. Our vendors and contractors are required to ensure that their employees who will provide services to BSMH receive the following educational information also:

BSMH associates work hard to ensure that we create accurate and truthful patient bills and submit accurate claims for payment from any payer, including Medicare and Medicaid, commercial insurance, or our patients. It’s the right thing to do, and federal and state laws require accuracy in health care billing.

The federal False Claims Act (31 USC 3729-33) makes it a crime for any person or organization to knowingly make a false record or file a false claim with the government for payment. “Knowing” can include deliberate or reckless ignorance of facts that make the claim false.

Examples of possible False Claims include someone knowingly billing Medicare for services that were not provided, or for services that were not ordered by a physician, or for services that were provided at sub-standard quality where the government would not pay.

A person who knows a False Claim was filed for payment can file a lawsuit in Federal Court on behalf of the government and, in some cases, receive a reward for bringing original information about a violation to the government’s attention. Penalties for violating the federal False Claims Act can be up to three times the value of the False Claim, plus from \$5,500 to \$11,000 in fines, per claim. While state law does not permit private suits like the federal False Claims Act for Medicaid fraud, state law does include either civil or criminal penalties against those who attempt to obtain Medicaid payments to which they are not entitled, or who commit Medicaid fraud.

The False Claims Act protects anyone who files a False Claim lawsuit from being fired, demoted, threatened or harassed by their employer for filing the suit. If a court finds that the employer retaliated, the court can order the employer to re-hire the employee and to pay the employee twice the amount of back pay that is owed, plus interest and attorney’s fees. State law provides equivalent protections from retaliation by an employer for employees who report Medicaid fraud to the authorities.

BSMH Corporate Responsibility Program supports compliance with the False Claims Act by:

- Monitoring and auditing business activities to prevent or detect errors in coding or billing.
- Educating our associates, vendors and contractors that they are responsible to report any concern about a possible False Claim at a BSMH facility via our 3-Step Reporting Process.
- Investigating all reported concerns and correcting any billing errors discovered.
- Protecting our associates, vendors or contractors from adverse action when they do the right thing and report any genuine concern via the 3-Step Reporting Process. BSMH will investigate any allegation of retaliation against an associate for speaking up.