

Clinical Agreement
Pioneer Career and Technology Center
The Willows at Willard
Willard, Ohio

THIS AGREEMENT is made on this date, July 20, 2020 (hereinafter “Effective Date”) between Pioneer Career and Technology Center (hereinafter “Pioneer”) and The Willows at Willard(hereinafter “WAW”), jointly referred to as the “Parties”.

WHEREAS, Pioneer and WAW are desirous of cooperating in providing learning experiences for Nurse Aide Training Program (NATP) student (hereinafter the “Students”), the following agreement is acceptable to both parties.

WHEREAS, the Parties agree that WAW will provide a site for the Students, in which the Students will gain real world experience. Students shall be supervised and instructed by teachers of Pioneer. Employees and administrators of WAW will provide guidance, assessment, comment, feedback, and evaluation with such guidance, assessment, comment, feedback, and evaluations first being brought to Pioneer staff and if necessary to the Students.

Both Pioneer and WAW agree that:

1. The term of this Agreement is for one year, beginning July 20, 2020 and ending July 20 , 2021 (hereinafter the “Term”). This Agreement will automatically renew for one-year terms unless the Agreement is terminated. The Agreement may be terminated at any time by (1) the Parties’ mutual agreement in writing; (2) upon any default of this Agreement, or (3) 30 days’ written notice to the other Party of termination or non-renewal.
2. The Students will earn non-paid approved hours for training. Students will be evaluated by Pioneer staff with input from the employees of WAW.
3. The job title of the Students will be “Nurse Aide Trainee” with a name tag provided for identification.
4. The faculty and the Students of Pioneer will be responsible for their own transportation to and from WAW.
5. Pioneer agrees to safeguard any confidential information of any patient, employee, or client of WAW as well as to comply with all standards established by the applicable professional standards of conduct.
6. The Parties agree that they shall not discriminate against any Student desiring to participate in the program based on race, religion, color, sex, sexual orientation, national origin, handicap, disability, age, military status, or any other legally protected class. The Parties agree that they are not required to provide a program for any Student who is unable to meet the criteria set forth by Pioneer or required by WAW.

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Pioneer will assume responsibility for the following:

7. To provide for the planning and implementing of the educational program which is approved by the Pioneer Board of Education and the Ohio Department of Health – NATP Division.
8. To assist with the planning, developing and implementing the clinical experience of students.
9. The faculty of Pioneer will abide by the existing rules and regulations of the long term care facility and the state approved Nurse Aide Training Competency Evaluation Program.
10. To provide the long-term care facility with a list of students prior to the clinical experience, certifying that they have had current Mantoux testing (2 step) and have had at least the first shot in the Hepatitis B vaccine series and are physically capable of participating in the program.
11. The faculty of Pioneer will assume all responsibility for enforcing compliance of the long-term care facility policies.
12. Maintaining privacy and confidentiality with all care provided.
13. Pioneer agrees that any breach of this Agreement by Pioneer or Students, or any violation of any law or regulation, including but not limited to HIPAA, by Pioneer or its Students, may be deemed a default of this Agreement by WAW.
14. Pioneer shall hold harmless WAW from and against any claim, demand, or liability arising out of or caused by Pioneer, Pioneer's employees, or Students.
15. Pioneer agrees that the Students and Pioneer's employees shall not be deemed as agents, servants, or employees of WAW, although they shall be subject to the reasonable direction and control of WAW during the program. Pioneer or its Students shall not in any way be compensated by WAW, nor shall Pioneer, Instructors, or Students be entitled to any employment-related benefits, including but not limited to worker's compensation or unemployment benefits.
16. No person, including all students and any School faculty members who are on-site at a Hospital facility, shall participate in the educational experiences set forth in this Agreement unless there is in full force and effect a policy or policies of professional malpractice insurance covering each person in such coverages and amounts as Hospital may require. Such insurance requirement per person shall be at least \$1,000,000 for each claim and \$3,000,000 for aggregate claims. Such insurance shall be obtained from a reputable insurance company authorized to sell general and

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professional liability insurance policies in the state of Ohio or may be provided through an acceptable self-insurance program. Such insurance must have an "A" or higher rating by AM Best. School upon request by Hospital shall furnish appropriate evidence to Hospital of the existence of such insurance. School agrees to provide Hospital written notice of the cancellation of any liability insurance policy at least thirty (30) days prior to any such cancellation, or as soon as possible if notice is received less than thirty (30) days before the effective date of the cancellation.

WAW will assume responsibility for the following:

17. To continue the responsibility for residents' care. Students are not to replace staff or act in a service capacity, apart from the educational value.
18. To provide training in accordance with Federal, State and Local laws and regulations for a minimum of 16 hours for each student.
19. To assist with planning, developing, implementing and assuming responsibility for assisting with the supervisor of the clinical experience of Students so that the instructor-student ratio of 1:8.
20. To permit access to medical records for educational use by Students and faculty at the request of and under the direction of the faculty.
21. Cooperate with coordinator and primary instructor in every reasonable way to assist in the advancement and growth of the Students.
22. Inform Students of WAW policies and procedures and assist with enforcing.
23. Inform Pioneer in writing within five (5) business days if Medicare endorsement is lost.
24. To hold Pioneer harmless from and against any claim, demand or liability arising out of or caused by WAW or its employees or agents.

MMH will have the right to the following:

25. Refusing educational experience in the clinical areas to any Students or faculty member who does not meet the standards and policies for health, safety or ethical behavior.
26. Resolving conflict in favor of the residents' welfare and restricting the Students involved to any observer role until any incident can be clarified and resolved by the staff of WAW and faculty members of Pioneer.

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Miscellaneous:

27. The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Ohio.
28. This Agreement may be amended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this agreement.
29. In the event that any one or more of these provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
30. No waiver by the Parties hereto of any default or breach or any term, condition, or covenant of this Agreement, shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
31. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
32. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

The Willows at Willard
Signature

Date

Supervisor, Pioneer
Signature

Date

Superintendent, Pioneer
Signature

Gregory Nickoli

Date

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