

CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into **June 24, 2020**, by and between **Pioneer Career and Technology Center** and **Fisher-Titus Medical Center Norwalk** for Phlebotomy program students.

WITNESSETH:

WHEREAS, Hospital desires to provide a clinical facility for School's clinical educational program and has the clinical setting and equipment needed for the program;

WHEREAS, Hospital and School desire to enter into an agreement which will formalize their understanding that students enrolled in the School's program will receive clinical education and instruction at Hospital.

WHEREAS, School offers its students an accredited educational program; and,

WHEREAS, School desires that its students enrolled in the program have the benefits of a clinical educational experience at Hospital;

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

1. **Purpose**: This Agreement is entered into by the parties for the purpose of effectuating their mutual intention that students enrolled in the School be given the benefit of the educational opportunities at Hospital.
2. **Patient Care**: Hospital retains ultimate authority for all patient care rendered at Hospital. The parties understand and acknowledge that all educational efforts and learning experiences shall be subordinate to the sufficient delivery of quality patient care and that all such efforts and experiences shall not interfere with the same.
3. **Responsibility for Academic Education**: School retains responsibility for the academic education of each of its students.
4. **Term**: This Agreement shall become effective on the date it is fully executed by authorized representatives of the parties and continue until otherwise terminated, with or without cause, by either party upon sixty (60) days prior written notice to the other party, provided, however, that subject to Sections 6.e and 9, the parties will use their best efforts to ensure that any students then participating in a program or educational experience at Hospital are able to complete the program or experience. In such event, all applicable provisions of this Agreement shall remain in force during the extension period from the effective date of termination, until the end of the program or experience in which the affected students are enrolled. In addition, if either party deems the other party to have breached a term of this Agreement, the non-breaching party will provide written notice to the breaching party of the breach and the breaching party will be given thirty (30) days

from the date of receipt of the written notice to resolve the breach. In the event the breaching party does not resolve the breach within thirty (30) days of receiving said written notice, the non-breaching party may terminate this Agreement without penalty by providing written notice to the breaching party.

5. Scheduling: Scheduling the clinical experiences at Hospital is a mutual effort between Hospital and School, however, Hospital reserves the right to make the final scheduling arrangements.

6. Hospital's Responsibilities:

- a. Hospital shall provide, to the extent possible, classroom space, facilities, equipment, and supplies needed for clinical instruction at Hospital.
- b. Hospital shall designate appropriate personnel to coordinate the student's clinical learning experience in the program.
- c. Hospital shall provide, as it deems necessary, staff members who will supervise the students in the educational experience at Hospital.
- d. Hospital may require that the School withdraw from the educational experience, any student whose performance is unsatisfactory, whose personal characteristics prevent working relationships or who is unacceptable to Hospital for any other reason.
- e. Hospital reserves the right to refuse to accept any student or faculty assigned to one of its programs by the School and/or refuse to allow any student or faculty who violates any law or regulation and/or Hospital policy or procedure to continue in the respective program at Hospital.
- f. Hospital shall permit, upon reasonable request, the inspection of its facility by agencies responsible for School's accreditation of Program.
- g. Hospital shall provide access to emergency care in case of illness or accident to any participating student, faculty or staff of School.
- h. Maintain general liability and professional liability insurance in the amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure Hospital and its employees. Hospital shall provide proof of such coverage to School upon request.

7. School's Responsibilities:

- a. The School will designate a member of the School's staff and submit in writing to Hospital the name of the program director who is responsible for the content, quality and operation of the educational program established at the School, to act

as the point of contact for Hospital, and to be available to Hospital for assistance and consultation on any problem related to a student. The School shall notify Hospital in writing if it selects a replacement for this individual.

- b. The School shall provide and maintain the records and reports necessary for conducting the student's clinical learning experience.
- c. The School shall be responsible for the selection and planning of student learning experiences in consultation with Hospital's staff. School shall provide Hospital with a description of the program, the curriculum and objectives to be achieved at Hospital.
- d. The School shall be responsible for familiarizing itself and its personnel and staff with the policies, procedures, and facilities of the Hospital, applicable to the educational experience, prior to the instruction of students.
- e. The School will utilize Hospital's Student Clinical Process, attached as Part I, which outlines the mechanism for requesting and obtaining approval for student's clinical placement, completing mandatory education requirements, confidentiality agreements, and Hospital orientation.
- f. The School shall:
 - (i) provide Hospital, at least one semester prior to the beginning of any clinical experience with verification of all information contained on the attached Part II.
 - (ii) provide OSHA education on Protection from Blood Borne Pathogens to students;
 - (iii) inform students that they must handle all confidential information in a professional manner;
 - (iv) inform students that they must adhere to all applicable laws and regulations and all policies and procedures of Hospital and the program to which they are assigned hereunder;
 - (v) prepare students in theoretical background, basic skills, and proper professional ethics, attitude and behavior; and
 - (vi) provide appropriate training and education to students and on-site faculty regarding compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA");
 - (vii) Inform its students participating in Hospital's programs that it is the policy of Hospital to maintain a drug-free workplace as required by the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707), and that the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in Hospital's owned or controlled property. In addition, inform students that they shall not be under the influence of any illegal drug

during any part of the education experience at Hospital nor under the influence of alcohol. Further, inform students that while participating in an educational experience at Hospital, the shall not be under the influence of a legally obtained drug if such use or influence may impair the ability of the student; affect the safety of employees, patients, and/or visitors; impair job performance or the safe and efficient operation of Hospital equipment.

The School shall complete the above prior to the students' commencement of the student's learning experience at Hospital.

- g. The School shall advise Hospital of any change in approval or accreditation of School.
 - h. School will direct that all Students participating in the educational experience obtain the documentation required by Part III attached. School will further direct Students to maintain said documentation and make it available to Hospital upon request. School shall not be responsible for the cost of the Students' criminal background checks.
8. Preceptors: The parties may agree to use Hospital nursing staff to act as preceptors for the Programs' clinical experiences at the Hospital.

Program faculty and Hospital representatives will mutually decide upon use of preceptors for senior level students in compliance with Ohio Board of Nursing rules and regulations.

All preceptors must meet the following minimum qualifications as defined in paragraph (Z) of rule 4723-5-01 of the Ohio Administrative Code:

- (a) Completion of an approved registered nursing education program – with a baccalaureate degree in nursing (BSN) preferred,
- (b) Current, active Ohio licensure as a registered nurse (RN),
- (c) Have at least two (2) years experience in the practice of nursing as an RN and have demonstrated competence in the area of clinical practice in which the preceptor provides supervision to a nursing student.
- (d) Advanced practice nursing students will be precepted by an advanced practice nurse or by a licensed physician.

In the event preceptors are used, Program faculty will primarily coordinate student learning experiences, provide direction for preceptors and students, and evaluate the student's achievement of course objectives. The Program faculty course coordinator or the Program's Director of Nursing will be available by phone. An orientation and regular meeting will take place between Program faculty members and preceptors.

In accordance with Ohio Administrative Code 4723-5-20, Hospital preceptors will:

- (a) Design, at the direction of the Program faculty member, the student's clinical experience to achieve the stated objectives or outcomes in the nursing course in which the student is enrolled,
- (b) Clarify, with the Program faculty member the role of the preceptor, the responsibilities of the Program faculty member, the course and clinical objectives or outcomes, and the clinical evaluation tool.
- (c) Contribute to the evaluation of the student's performance by providing information to the Program faculty member and the student regarding the student's achievement of the established objectives or outcomes
- (d) Provide supervision to no more than two nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students.

Students will provide nursing care under the supervision of the preceptor.

- 9. Students: The students shall not be, for any purpose, employees or agents of Hospital nor any of its affiliated corporations, shall not receive compensation from Hospital, and shall not represent or hold themselves out to any other person as being employees or agents of Hospital nor any of its affiliated companies. In addition, students participating in the programs or experiences at Hospital are not considered employees or agents of School.
- 10. Compliance with laws and policies:
The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 11. Non-Discrimination: No unlawful discrimination shall occur against any student by the School or by Hospital.
- 12. Insurance: 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 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.

13. Obligations in the event of a claim: In the event that either Hospital or School becomes aware of any alleged injury arising out of the care and treatment of an individual at Hospital involving a student, each party has a duty to give the other written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, the place of the alleged incident and the address of the available witnesses.

Subject to the terms of the respective professional liability and malpractice insurance policies and any other factor or factors that may cause the parties to be in conflicting positions; each of the parties hereto shall, to the extent reasonably or legally permitted, cooperate with each other in preparing for any litigation arising from the alleged injury discussed above.

14. Medical records: All medical records maintained by Hospital shall remain the property of Hospital.

15. Patient Privacy:

(a) During the term of this Agreement:

(i) School students shall use and be exposed to protected health information for purposes of education. No identifiable patient information will be removed from the hospital.

(ii) School shall not use or disclose PHI.

(b) School warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Section 15 hereof.

(c) School shall report to Hospital each unauthorized use or disclosure that is made by School, its employees, representatives, agents or subcontractors, to KCH's Privacy Officer within forty-eight (48) hours from the time School becomes aware of an actual or apparent non-permitted use or disclosure.

(d) School agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Hospital's compliance with HIPAA. School shall immediately notify Hospital of any requests made by the Secretary and provide Hospital with copies of any documents produced in response to such request.

- (e) Health information may be used for the purposes of education. All documents are de-identified by a qualified Hospital representative before removing from facility (45 C.F.R. § 164.514).
 - (f) Upon termination or expiration of this Agreement School shall either return or destroy, in Hospital's sole discretion and in accordance with any instructions by Hospital all redacted PHI in the possession or control of School or its agents and subcontractors and shall not retain any copies of the PHI. However, if either return or destruction of PHI is not feasible, School may retain PHI provided that School (a) continues to comply with the provisions of this Section 15 hereof for as long as it retains PHI, and (b) limits further uses and disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.
 - (g) School shall require each of its agents and subcontractors that receive PHI from School to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Section 15 hereof.
16. Modification and waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.
17. Situs: This Agreement is executed and delivered in the State of Ohio, the situs shall be the State of Ohio, and it shall be governed by, construed, and administered in accordance with the laws of the State of Ohio.
18. Entire Agreement: This Agreement and all exhibits attached hereto contain the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
19. Section Headings: All section headings are inserted for convenience and shall not affect the construction or interpretation of this Agreement.
20. Assignment: This Agreement shall not be assigned by one party without the prior written consent of the other party having been first duly obtained.
21. Notices: All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the parties at the following addresses:

Pioneer Career and Technology Center

27 Ryan Road
Shelby, OH 44875

22. FERPA. Hospital understands that it may generate or otherwise be in possession of confidential education records regarding the School's students, and that these records are protected by federal law including, *inter alia*, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. § 1232g. Hospital further understands that it may not share or disclose these education records with any party other than the School.
23. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. School may refer to the affiliation with Hospital in the School's catalog and in other public information materials regarding the relevant program.
24. Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a training relationship and that the agents or employees of each respective party are not employees or agents of the other party.
25. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than Hospital and School.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicated originals, each of which shall be regarded as an original though constituting one agreement.

Pioneer Career and Technology Center

Fisher-Titus Medical Center

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____