

AGREEMENT BETWEEN

Pioneer Career and Technology Center

(Enter above NAME OF UNIVERSITY /SCHOOL)

Certified Clinical Medical Assistant

(Enter above Descriptive Name of Program (e.g. Medical Assisting, Nurse Practitioner, etc.)

AND

AMERICAN HEALTH NETWORK OF OHIO, LLC

WHEREAS, Pioneer Career and Technology Center (Name of University /School) (hereinafter referred to as "University/School") desires to utilize the staff and facilities of health care provider American Health Network of Ohio, LLC (hereinafter referred to as "AHN"), at Ohio locations), for the education of its students with the supervision and teaching of University/School faculty; and

WHEREAS, the AHN believes the education and clinical experience of students is necessary and important and will be promoted by making available the use of certain of its staff and facilities according to the terms and conditions stated below.

NOW THEREFORE, on February 1, 2021 (date) the parties hereby agree as follows:

The parties agree that each of the parties has the status of an independent contractor. Each party shall retain responsibility for its agents, employees, and other persons under its control or supervision.

The parties acknowledge that the University/School may utilize different criteria in its standards for admission of students to the University / School than those used by the AHN for clinical placement. **Upon request, the University/School will provide the AHN with documentation of the criminal history checks and drug screen for its students being consider for placement with the AHN.** Should the AHN require additional criminal history checks or drug screening in its evaluation of students for placement in a clinical setting, the AHN shall provide a written notice of its specific requirement.

**I. The specific responsibilities of the AHN are:**

- A. To provide practicum/clinical experiences for students.
- B. To provide observational opportunities in the various areas of the AHN's services as may be arranged by AHN and University/School.
- C. To provide faculty and student orientation covering AHN policies, procedures, safety, infection control, fire safety, and disaster plan.
- D. To provide access to AHN policies for faculty and students.

- E. To provide conference room space and access to the AHN resources when available and appropriate.
- F. To provide assistance in obtaining emergency health care services at the student's or faculty's expense, if needed, during the clinical education experience.
- G. To participate in on-going and final evaluation of the practicum/precepted experience.
- H. To have the right to demand the immediate removal of any student from its premises, upon a determination by the AHN management that the student poses a threat to the health, safety, or welfare of the AHN's patients, clients, or personnel or to the orderly business function of the AHN.
- I. To have the right to require University/School to relieve a faculty whose behavior, health status, or level of clinical ability to supervise students is, in the AHN's sole opinion, detrimental to the operation of the AHN and/or to the proper rendition of quality care to the AHN's patients/clients.
- J. To provide NO remuneration to faculty or students during the clinical experience.
- K. To retain the responsibility for the supervision and care of all AHN patients/clients.

**II. The specific responsibilities of the University/School are:**

- A. Only place students who have had appropriate findings on a **criminal history check and drug screen**. Should AHN require additional criminal history checks or drug screening in its evaluation of students for placement in a clinical setting, the AHN shall provide a written notice of its specific requirements.
- B. To perform a sanction check to ensure student is not on any exclusion list in the following data bases:
  - 1. Office of Inspector General Exclusion Database
  - 2. System for Award Management (SAM)
  - 3. U.S. Treasury non-SDN OFAC Sanctions
  - 4. U.S. Treasury SDN & Blocked Persons (OFAC)
  - 5. Department of Commerce Denied Persons
  - 6. Terrorist Exclusion List (U.S. Department of State)
  - 7. Ohio Medicaid Provider Exclusion List
- C. To assure that all students and faculty have professional liability insurance coverage through the University/School throughout the term of this Agreement in amounts and for acceptable to AHN. University/School agrees to provide a certificate of insurance with the return of this contract, provide evidence of renewal annually, and to update it at any time at the request of HealthCare Provider.
- D. To arrange with AHN for observation and/or practicum/precepted experiences.
- E. To provide qualified licensed faculty to teach all prescribed clinical courses in the Program.
- F. To provide direction to qualified AHN personnel who might be assisting with portions of the clinical teaching and/or supervision.
- G. To provide AHN personnel with interpretation of curriculum, clinical course objectives/outcomes, content, and clinical policies and supervision, guidance and evaluation of assigned students.

- H. To comply with all policies and procedures relative to patient/client care, legal considerations, quality assurance/risk management, safety, privacy and security as established by AHN, including but not limited to participating in required training.
- I. To verify there is no known exposure to TB, and if there is a known exposure, a negative chest X-ray [All students will be required to take AHN TB training and IGRA testing is also permitted ]; Hepatitis B immunization status; and physical exam (prior physical exam is acceptable) before entry into the program.
- J. To determine, if applicable, that students have and maintain throughout the term of this Agreement current unencumbered license(s) to practice in state(s) of practice.

### **III. Term of Agreement**

- A. This Agreement shall be effective upon its execution for one year beginning February 1, 2021.
- B. This Agreement shall be automatically renewed each year unless either party requests in writing, a modification in, or termination of, the Agreement.
- C. Either party can give thirty (30) days written notice to terminate the agreement after the first year, which will cause the Agreement to terminate at the end of any current student placement.

### **IV. Additional Terms**

- A. AHN and the University/School may change or add to this agreement only by written amendment executed by authorized representatives of the parties and attached hereto.
- B. AHN does not assume any liability for any illness or any injury, in any manner and to any extent that a student or faculty member may receive during his or her experiences at AHN. All medical or health care (emergency or otherwise) that a student or University/School faculty member receives while at AHN is at the expense of University/School or the individual affected student or faculty member.
- C. Student or University/School faculty members shall not be employees of AHN and shall not be entitled to Worker's Compensation under AHN's coverage, or health care insurance under the plan provided by AHN for its employees, or other benefit programs of AHN.
- D. Except as required by law, the University/School and its students agree to keep strictly confidential all confidential information of AHN and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of AHN or its patients. Unauthorized disclosure of confidential information shall be cause for dismissal of student and/or termination of this agreement upon written notice to the University/ School.

E. **Liability.** Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party.

F. **Notices.** All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

AHN: Legal Department, American Health Network  
10689 N. Pennsylvania Street, Suite 200, Indianapolis, IN 46280

University/School Pioneer Career and Technology Center

Either party may change its address or contact person for purposes of this section by written notification to the other party, which change shall be effective upon receipt by such other party.

G. **Governing Law and Jurisdiction.** This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Ohio. Jurisdiction and venue shall be Franklin County, Ohio.

H. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.

IN WITNESS, THEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers as of the day, the month, and the year as stated above.

Pioneer Career and Technology Center

American Health Network of Ohio, LLC

\_\_\_\_\_

Printed name, Title above

\_\_\_\_\_

Printed name, Title above

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

University/ School Preceptor program contact (name, phone, email address): Pioneer Career and Technology Center 27 Ryan Rd. Shelby, OH 44875

Authorized Party from University/School signs and sends this with Certificate of Insurance to AHN Legal Department (fax/pdf 317-580-6306 or [AHN\\_Legal@ahni.com](mailto:AHN_Legal@ahni.com) )