

HIGH SCHOOL AND TECHNICAL SCHOOL AFFILIATION AGREEMENT

THIS AGREEMENT is effective as of the latest date set forth on the signatures below ("Effective Date"), between OhioHealth Corporation, an Ohio not-for-profit corporation, on behalf of its subsidiaries and affiliates (the "Facility"), and Pioneer Career & Technology Center (the "School").

Background Information

A. The School offers educational programs listed on Exhibit A of this Affiliation Agreement (the "Program(s)"), and in connection therewith, requires the use of clinical facilities.

B. The Facility desires to make available its clinical and operational resources to qualified students of the School for educational experiences upon the terms and conditions set forth in the Agreement.

C. The Facility and the School mutually desire to promote excellence in the provision of professional services, health education and research, and to contribute to the educational growth and competence of students in educational programs.

In consideration of the foregoing premises and the mutual agreements and conditions set forth in the Agreement, the parties agree as follows:

§1. Educational Experience. The School shall plan and administer the Program(s) to satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies. The Facility shall provide the appropriate use of its facilities by students participating in the Program(s).

§2. Supervision. The School shall be responsible for all students enrolled in the Program(s) in accordance with the pertinent laws.

During education experiences, the students shall be permitted to participate in activities at the Facility under the supervision of the appropriate staff of the Facility and/or the School. The scope of the students' participation will be determined by the applicable Facility policies and to the extent permitted by law.

Facility shall treat and/or refer any participating student of the School, as they would their own employees, in case of illness or accident that occurs during clinical/practicum practice time. All treatment shall be provided at the student's expense.

In the event of an emergency, or when required by Facility in its discretion, the Facility shall have the right to temporarily relieve or remove a student from a specific assignment.

§3. Student Assignment. The School shall assign such students to the Facility as the parties shall mutually agree.

The School shall screen its students for training, background and experience and shall recommend for placement in the Program(s) at the Facility only those students who meet the requirements for participation established by the School and the Facility.

The students shall comply with the Policies, procedures, Bylaws and Rules and Regulations of the Facility at all times.

Disciplinary proceedings against students shall be conducted by the School in accordance with its policies and procedures. The Facility shall have the right to request the removal of any student from the Program(s) for cause upon verbal and written notification to the School, such notification shall set forth the basis for the request. The School shall comply immediately with the request for removal.

All students shall have received such immunizations as the Facility requires of its employees prior to being assigned to the Facility. School will inform its students placed at the Facility under this Agreement that each student will be required by the Facility to provide evidence directly to the Facility that the student has received such immunizations as the Facility requires of its employees prior to being assigned to the Facility.

School shall notify the Facility at least seven (7) days prior to establishing an educational experience for the students at the Facility, and shall again notify the Facility the day the educational experience commences.

§4. Insurance. The School shall advise students of their responsibility to obtain health insurance coverage for the entire term of the Program(s). Neither the School nor the Facility is obligated to furnish students with such coverage or provide services.

§5. Parental Consent and Attestation. If student is under 18, School shall be responsible for obtaining a signed parental consent and attestation as attached on Exhibit B.

§6. HIPAA Requirements. Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program(s) are not employees or agents of Facility.

§7. Records. The School shall maintain all educational records and reports relating to the Program(s) completed by the students at the Facility. The Facility shall have custody and control of all medical records and charts contained in patient files and neither the School nor the students may remove or copy such records except pursuant to a specific request in writing with respect to and from a patient or his/her legal representative, or patients to whom such records pertain or with written permission of the Facility.

The identity of patients, the nature of procedures or services provided to patients and information included in the patients' medical records shall be confidential and shall not be

disclosed by the School students other than for use in direct patient care by authorized personnel during the current or future Facility admissions, pursuant to written authorization from the patient or his/her legal representative, or as necessary to determine and fulfill the obligations of the parties to this Agreement, or as may be required by law.

In the event that it is determined that section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 964-99), and regulations adopted pursuant thereto, apply to this contract, the School agrees, for a period of four (4) years after performance to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this contract, and their books, documents and records necessary to certify the nature and extent of the costs thereof.

§8. Professional Liability. The School agrees to notify the Facility's Risk Management Department of all actual, potential, and/or alleged claims regarding the student's participation in the Program(s). The School will collaborate and assist the Facility's Risk Management Department in claims management, which includes but is not limited to risk identification, claims investigation and control process.

§9. Legal Status. It is understood and agreed that the students are enrolled in various education programs offered by the School. It is understood and agreed that the students may participate in educational experiences at the Facility under appropriate supervision by the School and the Facility. The students shall not be deemed or considered to be employees of the Facility for any purpose as a result of their participation in the Program(s) and shall remain at all times students of the School. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of educational affiliation.

Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree.

§10. Term and Termination. Provided this Agreement has been properly executed on behalf of the Facility and the School by their respective duly authorized representatives, this Agreement shall commence on the Effective Date, and shall terminate on the one year anniversary of the Effective Date. After the expiration of the initial term, this Agreement shall automatically renew for additional one (1) year terms each year thereafter unless notice of termination is given as described below by either party. Facility or School may terminate a Program from participating in this Agreement upon thirty (30) days prior written notice.

This Agreement may be terminated upon the happening of any of the following events:

- a. By any party in the event that another party shall default in the performance of its obligations under this Agreement or shall breach any provision of this Agreement, provided that the defaulting party shall fail to cure its default within thirty (30) days after receiving written notice of default from the terminating party;

- b. At any time, with or without cause, by any party upon ninety (90) days written notice.

§11. Miscellaneous. This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement may be amended at any time and from time to time by written instrument executed by all parties. Notwithstanding termination of this Agreement as provided at Paragraph 9 herein, this Agreement shall survive for the purpose of enforcing any remaining duties and obligations of the respective parties subsequent to such termination. This Agreement shall be binding upon, and the benefits inure to the parties and their respective successors and permitted assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior written or oral statements, understanding or agreements. Prior Agreements relating to the Programs are hereby terminated.

§12. Nondiscrimination Clause. No student shall, on the grounds of race, color, sex, sexual orientation, sexual expression or identity, creed, religion, age, marital status, familial status, veteran status, military status, or national origin or ancestry be denied the benefits of, or be subject to discrimination, under any provision of this Agreement. Regarding any position for which a student is qualified, the Facility shall not discriminate against any student because of physical or mental handicap. The Facility agrees to treat qualified handicapped students without discrimination based upon their physical or mental handicap in all clinical activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School.

§13. Limitation on Redisclosure of Student Records Protected by FERPA. The Facility agrees and understands that information received from the School may include student records protected by the Family Educational Rights and Privacy Act ("FERPA"). To the extent such records must be disclosed by School in relation to this educational affiliation, the Facility agrees to use the records consistent with that purpose, to protect the privacy and confidentiality of such records, and not to redisclose such records without the prior written consent of the student except as permitted or required by applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

OHIOHEALTH CORPORATION

PIONEER CAREER & TECHNOLOGY
CENTER

Signature

Signature

Teresa Caulin-Glaser, M.D.

Printed Name

Gregory D. Nickol

Printed Name

Chief Clinical Officer

Title

SUPERINTENDENT

Title

Date

5/24/21

Date

EXHIBIT A

Program	Department Contact Information	Campus
Medical Assisting	Donald Paullin Assistant Director, Adult Education 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42302 Fax: 419-347-4977 paullin.donald@pioneerctc.edu	OhioHealth Physician Group
Phlebotomy	Donald Paullin Assistant Director, Adult Education 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42302 Fax: 419-347-4977 paullin.donald@pioneerctc.edu	OhioHealth Mansfield Hospital OhioHealth Shelby Hospital OhioHealth Physician Group

EXHIBIT B

PARENTAL CONSENT AND ATTESTATION

I _____ am the parent or guardian of
(PARENT FIRST AND LAST NAME)

_____ and I consent to his/her
(CHILD FIRST AND LAST NAME)

participation in the experience through his/her school _____ ("School"),
(NAME OF SCHOOL)

where he/she will have an opportunity to be on-site at an OhioHealth facility to have real-world experience in a health care setting (the "Program"). My child has not been convicted of a crime nor has he/she ever tested positive for illegal substances.

WAIVER

I hereby release OhioHealth Corporation, as well as its affiliates, directors, officers, employees, and agents, from any liability and any claims for damages or injuries of any kind arising from or in any way connected with my child's participation in the Program. Further, I agree to indemnify and hold harmless OhioHealth Corporation from any damages, lawsuits, or claims of any type or description arising out my child's participation in the Program.

Signature

Printed Name

Date

Phone Number

**SECOND AMENDMENT
TO
HIGH SCHOOL AND TECHNICAL SCHOOL
AFFILIATION AGREEMENT**

This Amendment ("Amendment") is effective as of the latest date set forth on the signatures below, between OhioHealth Corporation, an Ohio not-for-profit corporation, on behalf of its subsidiaries and affiliates (the "Facility"), and Pioneer Career & Technology Center (the "School").

WHEREAS, the Facility and School entered into a High School and Technical School Affiliation Agreement effective May 28, 2021, as amended, (the "Agreement") for affiliations at the campus(es) as set forth in Exhibit A; and

WHEREAS, the Facility and School wish to formally amend the Agreement in accordance with this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A of the Agreement is deleted in its entirety and replaced with the attached Exhibit A.
2. The remainder of the Agreement shall be unmodified and in full force and effect throughout the Term.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

OHIOHEALTH CORPORATION

PIONEER CAREER & TECHNOLOGY
CENTER

Signature

Signature

Teresa Caulin-Glaser, MD

Gregory Nickoli

Printed Name

Printed Name

Senior Vice President & Chief Clinical Officer

Title

Superintendent

Title

Date

Date

EXHIBIT A

Program	Department Contact Information	Campus
Medical Assisting	Don Paullin, Asst. Dir, Adult 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42302 Fax: 419-347-4977 paullin.donald@pioneerctc.edu	OhioHealth Physician Group
Phlebotomy	Don Paullin, Asst. Dir, Adult 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42302 Fax: 419-347-4977 paullin.donald@pioneerctc.edu	OhioHealth Mansfield Hospital OhioHealth Shelby Hospital OhioHealth Physician Group
Career Programs – High School	Kevin Vargyas, Supervisor 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42204 vargyas.kevin@pioneerctc.edu	OhioHealth Mansfield Hospital OhioHealth Shelby Hospital OhioHealth Physician Group
Practical Nursing – LPN	Don Paullin, Asst. Dir, Adult 27 Ryan Rd. Shelby, OH 44875 Phone: 419-347-7744 ext. 42302 paullin.donald@pioneerctc.edu	OhioHealth Mansfield Hospital OhioHealth Shelby Hospital OhioHealth Physician Group

EXHIBIT B

PARENTAL CONSENT AND ATTESTATION

I _____ am the parent or guardian of
(PARENT FIRST AND LAST NAME)

_____ and I consent to his/her
(CHILD FIRST AND LAST NAME)

participation in the experience through his/her school Pioneer Career & Technology Center ("School"), where he/she will have an opportunity to be on-site at an OhioHealth facility to have real-world experience in a health care setting (the "Program"). My child has not been convicted of a crime nor has he/she ever tested positive for illegal substances.

WAIVER

I hereby release OhioHealth Corporation, as well as its affiliates, directors, officers, employees, and agents, from any liability and any claims for damages or injuries of any kind arising from or in any way connected with my child's participation in the Program. Further, I agree to indemnify and hold harmless OhioHealth Corporation from any damages, lawsuits, or claims of any type or description arising out my child's participation in the Program.

Signature

Printed Name

Date

Phone Number