

**Education Affiliation Agreement between  
Pioneer Career & Technology Center  
and  
Avita Health System  
For Students of the Medical Technologies Program**

This Agreement ("Agreement") is made and entered into between **Pioneer Career & Technology Center ("School")**, located in Shelby, Ohio, and **Avita Health System ("Avita")**, headquartered in Galion, Ohio (each a "Party" and collectively the "Parties").

Avita Health System operates and maintains critical access hospitals in Galion and Bucyrus, Ohio and an acute care hospital in Ontario, Ohio. Avita is a nonprofit corporation which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). Galion, Bucyrus, and Avita Ontario are referred to individually as a "Facility" and collectively as the "Facilities".

**WHEREAS**, School is responsible for the education of students in its Medical Technologies Program and desires clinical and non-clinical observation experience in various hospital departments for its students.

**WHEREAS**, Hospital agrees to make its Facilities available for students to obtain clinical and non-clinical observation experience for students enrolled in School's medical technologies programs.

**GENERAL PROVISIONS**

1. School and Avita agree that following the execution of this Agreement and within the scope of its provisions, School and Avita will agree on the operational details of the clinical observation program. The details include, but are not limited to the following:
  - Beginning dates and length of experience;
  - Number of students eligible to participate in the clinical observation program;
  - Specific days, hours and locations for the clinical observation program;
  - Specific allocation of responsibilities for the School's faculty Liaison, and Avita preceptors (if any) identified elsewhere in this Agreement;
  - Deadlines and format for student progress reports and evaluation forms;
  - Any costs for background checks or drug screenings (if any) will be the responsibility of the student if not covered by the School.
2. Avita reserves the right to prohibit a student from participating in an observation experience under this Agreement as a result of any item revealed through background investigation Avita determined would be detrimental to Avita or its Facilities.

3. School and Avita may develop document agreements to formalize operational details. Any such document will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each Party and may be modified by subsequent document agreements signed by authorized representatives of each Party. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order: (1) This Agreement; (2) Attachments to this Agreement in reverse chronological order.
4. School and Avita will jointly plan the observation education program and jointly evaluate students. Exchange of information will be maintained by on-site visits, letter, telephone, or other means of communication.
5. School and Avita will instruct their respective faculty, staff, and students participating in the observation education program to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Avita. Also, the individuals will be instructed that any information obtained through the observation experience that would otherwise be unknown to the individual but for the observation experience shall remain confidential (business matters, etc.).
6. There will be no payment of charges or fees between School and Avita.
7. There will be no unlawful discrimination against any program participant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a veteran, sex, or other classification protected by law.

### **SCHOOL'S RESPONSIBILITIES**

8. School will provide curriculum information to Avita prior to the start of an observation session. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Avita. School will notify Avita in writing of any change or proposed change of its Liaison. Liaison will be on site at any time where there is a high school student in an Avita Facility.
9. School will be responsible for instruction and administration of the students' academic education program. School will have the final responsibility for grading and evaluating students.
10. School's faculty will communicate with Avita supervisors or preceptors to discuss and evaluate the observation education program.
11. School will provide the names and information relevant to the observation education program before the beginning date of the educational observation program. School will notify Avita in writing of any change or proposed change in a student's status.

12. Each student will receive an individual assessment and review of their records documenting their immune status and immunization, if necessary, according to Centers for Disease Control and Prevention standards for healthcare personnel for: measles, mumps, rubella, hepatitis B (including post-vaccine antibody test to verify immunity), tetanus, diphtheria, pertussis, and varicella (chickenpox). Each student will also receive initial and annual screening for tuberculosis. Students who have not been previously skin tested will be tested with a “2-Step” method per current guidelines for healthcare personnel. Students with newly positive skin tests will receive a one-view screening chest x-ray (if indicated). A flu vaccine is required on a yearly basis. School will provide documentation regarding students’ compliance status (i.e. current status and expiration date) to Avita.

13. School will assign to an Avita Facility students who have satisfactorily completed the prerequisite didactic portion of the curriculum. If School determines it necessary, students will also have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

14. School will provide the results of a criminal background check on persons participating in a clinical observation program at Avita Facilities ten days prior to the start of the program. Any participant who was previously convicted of, or pleaded guilty to a felony will not be permitted to participate in the observation program at Avita Facilities. Also, if the criminal background check investigation uncovers a violation that disqualifies the student from sitting for a board certification test of their learning discipline, the student will be refused the observation experience.

### **AVITA’S RESPONSIBILITIES**

15. Avita will designate in writing, Preceptors or Supervisors, if any, to be responsible for the observation program, and will designate in writing one person as the Observation Supervisor, who will maintain contact with the School designated Liaison to assume mutual participation in and review of the observation program and student progress. Avita will submit in writing to School the professional and academic credentials for the Preceptors and Supervisor. Avita will notify School in writing of any change or proposed change of the Preceptor or Supervisor.

16. Avita will provide requisite orientation to the faculty. School will ensure that all participants fully complete orientation prior to engaging in observation under this Agreement. Said orientation shall include Fire Safety, Infection Control, Emergency Management, Confidentiality, Corporate Compliance, Customer Service Standards, Patient Rights, and Security.

17. Avita will supervise and provide students with desirable clinical and non-clinical observation experiences within the scope of health care services provided by Avita. Avita will

provide students with access to sources of information necessary for the educational program within Avita's policies and procedures and commensurate with patients' rights.

18. Avita will make available conference room space for students and School Faculty. Avita will permit, with reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

19. Avita will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School, if agreed to prior to the beginning of the observation experience.

20. Avita retains full responsibility for the care of patients and will maintain the quality of patient care without relying on the students' observation activities for staffing purposes.

21. Avita has the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Avita's observation Supervisor will notify School of action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Avita provides for School. However, Avita reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption to ensure quality of patient care.

22. Avita reserves the right to conduct "for cause" suspicion related drug screens on any student. If the screen is positive or the student refuses to complete the screen, this will constitute a positive drug screen and the student will be removed immediately from the department.

23. On any day when a student is participating in the observation education program, Avita will provide to such student necessary and emergency health care or first aid for accidents occurring in its Facilities. The student will be responsible for the costs of all care.

24. Avita shall maintain, at all times during the term of this Agreement, the qualifications and approvals necessary to meet the terms of this Agreement.

### **STUDENTS' STATUS AND RESPONSIBILITIES**

26. Students will have the status of learners and will not replace Avita Facilities' personnel. Any service rendered by students is incidental to the educational purpose of the observation program.

27. Students are required to adhere to the standards, policies, and regulations of the Avita Facilities during their observation education program.

28. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their observation education program at Avita.

29. Students assigned to Avita Facilities will remain students of School, and will not be considered employees of Avita. Avita does not and will not assume any liability under any law relating to Worker's Compensation on account of any School students performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Avita Facilities, nor will Avita otherwise have any monetary obligation to School for its students by virtue of this Agreement.

### **LIABILITY COVERAGE PROVISIONS**

30. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement.

31. School will maintain a professional liability coverage program of \$1 Million/ \$3 Million limits. Through the authority, School provides professional liability coverage for its employees, officers, and students (while training in a clinical setting at Avita) in the performance of this Agreement.

32. Upon request, Parties or the student will provide proof of coverage upon execution of this Agreement. In addition, School and Avita agree to notify each other in case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter in the same amount.

### **TERM**

33. The term of this Agreement shall be for a period of one (1) year commencing the date this Agreement is fully executed by authorized representatives of the Parties and shall automatically renew for an additional one (1) year terms unless either Party notifies the other in writing of their wish to cancel this Agreement not less than thirty (30) days prior to the date of termination.

34. It is expressly understood by Avita and the School that regardless of termination notice given by either Party, both Avita and School will continue to abide by this Agreement until such time as all students enrolled for the current school term have completed their current observation experience at Avita, or have left the program.

35. If the School determines that the Avita atmosphere is not conducive to the education process, the School may elect to move the students to another clinical site at any time. Likewise,

if Avita determines that any student or instructor from the School is not exhibiting behavior consistent with Avita standards for employees, Avita reserves the right to request that such person not continue at the Facility.

### **PROVISION REGARDING BLOOD-BORN PATHOGENS**

36. School will train each student in the observation education program in universal precautions and transmission of blood-borne pathogens. Avita will provide personal protection equipment that is appropriate for the tasks assigned to the School's students.

37. If a student sustains a needle stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the observation program at Avita, Avita agrees to provide the following services:

- Seen by an Avita employee health services and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student is responsible for the costs of any such care, testing, and counseling.

38. The source patient's HBV, HCV, and HIV status will be determined by the Facility in the usual manner, according to applicable laws and regulations, to the extent possible.

### **MISCELLANEOUS PROVISIONS**

39. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreement, commitments, or understanding concerning the matters provided herein.

40. **Amendment.** This Agreement may be modified by a subsequent written Agreement executed by the Parties.

41. **Governing Law.** The Parties' rights or obligations under this agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Ohio.

42. **Notices.** Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed duly given when personally delivered or when mailed first class, registered or certified, return receipt requested and postage prepaid, addressed to the Parties at their respective addresses set forth below or such other persons or addresses as shall be given by notice of any Party.

Pioneer Career & Technology Center  
27 Ryan Road  
Shelby, OH 44875

Avita Health System  
269 Portland Way S  
Galion, OH 44833

43. **Survival.** School and Avita expressly intent and agree that the liability coverage provisions of this agreement will survive the termination of this Agreement for any reason.

44. **Severability.** If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this Agreement.

45. **Waiver.** The failure of a Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

46. **Execution and Approval.** The Parties warrant that the officers/individuals signing below have been duly authorized to act for and on behalf of the Party for the purpose of executing this Agreement. The Parties may also include the signature of individuals who are responsible for the clinical or academic education program.

47. **HIPAA.** School will direct its students to comply with the policies and procedures of Avita, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining the students' role in relation to the use and disclosure of Avita's protected health information, the students are defined as members of the Facility workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Avita.

48. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than Avita and School.

49. **No Violation.** No Party to this Agreement shall be liable for failure to perform any duty or obligation that said Party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the reasonable control of the party who had the duty to perform.

50. **Compliance with the Law.** The Parties specifically intend to comply with all applicable laws, rules, and regulation as they may be amended from time to time. If any part of his 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.

51. **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.

52. **Independent Contractor Status.** Each Party is an independent contractor shall not have authority to bind or obligate the other Party in any manner. This Agreement does not create a relationship of agency, employment or partnership between the Parties. Each Party understands and agrees that this Agreement establishes an educational relationship that the agents or employees of each respective Party and not employees or agents of the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**Pioneer Career & Technology Center**

**Avita Health System**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_