EDUCATION AFFILIATION AGREEMENT

This Affiliation Agreement is made and entered into by and between North Central State College (hereinafter "College"), an Ohio technical college district organized pursuant to R.C. Chapter 3357 with its principal place of business at 2441 Kenwood Circle, Mansfield, Ohio 44906, and **Pioneer Caree and Technology Center** (hereinafter "Affiliate") with its principal place of business at: 27 Ryan Road., Shelby, OH 44875.

WHEREAS, College has established an accredited Associate Degree Program (hereafter "Program"), described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, Affiliate is willing to furnish students with rotation through certain services of Affiliate in order to further the educational experiences of students currently enrolled and in good standing in the Program at the College; and

WHEREAS, it is the mutual desire of College and Affiliate to have teaching programs that are in the public interest and benefit education, professional, and public service; and

WHEREAS, it is the mutual desire of the parties to affiliate pursuant to this Agreement in order to provide education to the College's Program students at Affiliate (hereinafter referred to as "practicum program");

NOW, THEREFORE, in consideration of the above premises and the mutual promises and agreements hereinafter set forth, and the performances of them, the parties do hereby mutually promise and agree as follows:

I. Term and Termination

The initial term of this Agreement shall begin on the date this Agreement is fully executed by authorized representatives of the parties and shall end on June 30, 2029 unless earlier terminated. If the parties desire to renew the Agreement for a subsequent term or terms they will do so by executing a written successor agreement prior to expiration of the term of this Agreement.

Either party may terminate this Agreement by giving the other party a sixty (60) day written notice of termination, provided, however, that the parties will use their best efforts to ensure that students then participating in the practicum program are able to complete their practicum program. 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 practicum program in which the affected students are enrolled.

II. College Responsibilities

The College agrees to the following:

A. To be responsible for establishing goals and objectives for the practicum program.

B. College will schedule students for the practicum program in collaboration with Affiliate and consistent with applicable non-discriminatory practices. The number of students

assigned will be subject to the availability of College's personnel for teaching and supervision and other resources as well as subject to the availability of students.

C. To submit to Affiliate, no later than two weeks before the students are to start, the curriculum, the affiliation syllabus with course objectives and necessary evaluation forms to be completed for each student. The college will conduct evaluation meetings with the Affiliate and the student at mid-term and at the end of the semester.

D. The College shall have the responsibility of providing faculty who shall be qualified to teach in the Program.

E. The College shall be responsible for selecting appropriate Program students for the practicum program at Affiliate. All student assignments to the practicum program at Affiliate will be subject to the approval of Affiliate.

F. The College and/or student will notify Affiliate of any changes in the student assignments because of academic or performance and/or medical or personal emergencies.

G. To inform College's students:

a. Affiliate is committed to providing a drug-free work environment. Accordingly, Affiliate will not tolerate the unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around Affiliate property. Further, College shall inform College's students that Affiliate maintains a smoke-free environment at its facilities and that smoking is prohibited on all Affiliate premises.

b. College's students must abide by the applicable policies, procedures, rules and regulations of Affiliate at which they may be training and follow all directives of its staff.

c. College's students are not considered employees, trainees or agents of Affiliate for any purpose and they shall not be entitled to any salary or employment-based benefits.

d. College's students are responsible for transportation costs to and from Affiliate.

e. College's students are expected, but not required, to have health insurance. College and Affiliate are not responsible for medical expenses related to disease or injury incurred during the clinical practice program. College's students are responsible for any medical expenses incurred during the practicum program.

f. College's students shall handle all Affiliate confidential and protected information in a professional manner in accordance with all federal, state, and local laws, including but not limited to the privacy and security regulations of HIPAA, as applied through Affiliate's HIPAA policies and procedures. Under no circumstances will a student discuss information with anyone or otherwise use or disclose protected health information ("PHI"), except when required, and only to

the minimum extent necessary, for on-site training and patient care. Students and On-Site Faculty shall not transfer, retain or remove PHI outside of CMHP, whether by oral, written, or electronic means. Students and On-Site Faculty shall not use or disclose any PHI for any purpose outside of the immediate training and patient care setting at Affiliate including but not limited to, disclosure for educational purposes (e.g., summaries, evaluations, consultations, lectures, meetings, presentations, emails, correspondence, or reports regarding this educational experience) without obtaining a written authorization from the patients involved.

H. The College will comply with all applicable laws, regulations and generally accepted professional guidelines and standards, including those related to occupational safety, and quality of patient care.

I. College shall secure and maintain, or cause to be secured and maintained, with respect to it, its On-Site Faculty, and its students involved in the clinical practice program at Affiliate, during the term of this Agreement, professional liability insurance in the amount of not less than $1,000,000.00 per person and $3,000,000.00 aggregate. The College shall provide Affiliate with proof of insurance for each student prior to that student beginning the clinical experience at Affiliate.

III. **Affiliate Responsibilities**

Affiliate agrees to the following:

A. Affiliate agrees to provide the physical facilities, personnel and equipment, as Affiliate deems necessary to conduct the portions of the practicum program taking place on Affiliate's premises.

B. Affiliate shall maintain ultimate responsibility and authority regarding care and services and shall be responsible for its clients and/or residents at all times, and shall not rely on students in any way to provide required care and/or services to clients and/or residents. Students will not give care and/or service to clients and/or residents at Affiliate apart from that rendered as part of the practicum program and will follow directives of Affiliate in regard to care and services.

C. Affiliate agrees to provide emergency care for any accident, injury, or illness that occurs on Affiliate's premises at the student's expense. The responsibility for follow up care remains the responsibility of the student.

D. Affiliate agrees to orient students and On-Site Faculty to Affiliate. Affiliate agrees to provide a copy of appropriate Affiliate policies and procedures to students.

E. Affiliate agrees to allow the College's students access to Affiliate's library facilities and cafeteria, and parking in Affiliate's lots on the same basis as it provides parking to employees of Affiliate, space permitting.

F. Affiliate agrees to use its reasonable efforts to incorporate the College's curriculum and assist with compliance with the goals and objectives for practicum.

G. Affiliate will provide a staff who will serve as a liaison between Affiliate and the College. Affiliate agrees to provide the liaison with time to plan and implement the practicum program as deemed reasonable by Affiliate including, when feasible, time to attend relevant meetings and conferences. The liaison will be responsible for recording attendance and evaluation of the student.

H. Affiliate shall secure and maintain professional and general liability insurance in minimum amounts of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) for its employees, directors, and officers. Affiliate shall provide College with proof of insurance prior to students beginning the practicum program at Affiliate.

I. The practicum program is educational in nature. The College's students will not substitute or replace Affiliate personnel.

J. If required by law, Affiliate shall attempt to obtain the informed consent of each patient, client, resident, and prisoner to the participation of the students in the practicum program in practicum activities involving the client, or resident. In the event any client and/or resident does not consent to the participation of a student(s) in practicum activities involving that client and/or resident, Affiliate reserves the right to exclude students from practicum activities involving that client and/or resident.

IV. **Joint Responsibilities**

A. The College, student and Affiliate will initially assist in developing expectations for the practicum.

B. Affiliate reserves the right to restrict the practicum program activities of students who evidence symptoms of communicable infections until such time as the symptoms abate or the student is determined by Affiliate not to be infectious.

C. Affiliate reserves the right to restrict student involvement in procedures, tasks and/or care and treatment of clients and/or residents as deemed necessary by the Coordinator or other Affiliate staff.

D. Affiliate reserves the right to immediately terminate the placement of a student at Affiliate's location if Affiliate reasonably believes that the student is disruptive to Affiliate, poses a threat to the safety and well-being of Affiliate's clients and/or residents and/or employees, does not meet Affiliate's standards and policies for good care, health, safety, dress, appearance or ethical behavior, or privacy. To the extent possible, as determined by Affiliate, such action will not be taken until the grievance against the student has been discussed with an appropriate and authorized representative of the College. However, if the student's behavior poses an immediate threat to the effective delivery of services to clients and/or residents of Affiliate, Affiliate may take such action immediately and without consultation of the College's representative. The College acknowledges, and will inform its students, that such a decision is solely for Affiliate to make and that a student

subject to this provision may not be entitled to any due process rights prior to such a decision.

E. Each party agrees to be responsible for any personal injury, property damage, or other liability caused by the negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend and be solely responsible for itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

F. Neither party shall use discriminatory practices in assignment, acceptance, or evaluation of students. Students shall have equal opportunity to participate in the practicum program with respect to race, color, religion, national origin, sex, age, disability, ancestry, military status, or any other characteristic protected by state or federal law.

G. Both parties agree that there will be no financial compensation for the services provided during the term of this Agreement whether to students, the other party, or otherwise.

H. Both parties expressly acknowledge that College students are not employees of Affiliate or the College, and that Affiliate and the College are not the employer of any student for the purposes of this Agreement. However, solely for the purpose of defining their role in relation to the use and disclosure of Affiliate's protected health information, such students and On-Site Faculty are defined as members of the Affiliate's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement.

I. Each party acknowledges that information (if any) received from the College regarding its students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent.

J. Compliance with Law. 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 sixty (60) days prior written notice to the other party. Affiliate further affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Affiliate, for any reason, becomes disqualified from conducting business in the State of Ohio, Affiliate will immediately notify the College in writing.

K. Compliance with Federal Programs. Affiliate hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that College shall have the right to terminate this Agreement immediately in the event that Affiliate is Debarred. Accordingly, Affiliate shall provide College with immediate notice if

Affiliate (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (ii) becomes Debarred.

L. Rights in Data. The College shall have the unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data, or materials prepared by Affiliate pursuant to this Agreement. If Affiliate has reason to believe that use of a specified item is subject to patent or copyright protection, Affiliate shall immediately notify the College.

V. **Miscellaneous**

A. **Independent Contractors.** College and Affiliate, respectively, are independent contractors and neither, by virtue of this Agreement or any act performed pursuant to it, shall be or become the agent of the other nor shall either of them be or become subject to control or right by the other in the performance of any act done pursuant to this Agreement. Students are not considered employees of Affiliate or College and they shall not be entitled to any salary or employment based benefits.

B. **Notice.** Any written notice required by this Agreement shall be mailed to the respective parties at the following addresses:

College: Lori L. McKee
Vice President of Business Services
North Central State College
2441 Kenwood Circle
Mansfield, OH 44906

With a copy to:
Ohio Attorney General
Education Section
c/o North Central State College AAG
30 E. Broad St., 16th Floor
Columbus, OH 43215

Affiliate: Greg Nickoli,
Superintendent
Pioneer Career and Technology Center
Shelby, OH 44875

C. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in party by Affiliate without the prior written consent of the College.

D. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect. Provisions

of this Agreement may only be waived by an express written statement specifically stating the intent to waive an identified right signed by the party making such waiver; no acts or omissions shall be construed to imply a waiver.

E. **Enforcement.** Notwithstanding termination of this Agreement as provided in paragraph 1 hereof, this Agreement shall survive for the purpose of enforcing any remaining obligation of the respective parties subsequent to termination.

F. **Entirety of Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all previous written or oral statements, understandings and agreements.

G. **Amendment.** No amendment to this Agreement shall be of any force or affect whatsoever unless it is in writing, dated and signed by both parties.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

I. **Forum Selection.** Any lawsuit based upon any matter or cause arising directly or indirectly, out of this Agreement or any act performed pursuant to it shall be instituted, maintained and maintainable only in Richland County, Ohio.

J. **Severability.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

K. **No Third Party Beneficiaries.** This Agreement is intended for the benefit of the parties only. There are no intended third party beneficiaries.

L. **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. College may refer to the affiliation with Affiliate in the College catalog and in other public information materials regarding the relevant College programs.

M. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, parties hereto have set their hands the day and year first above written.

Pioneer Career and Technology Center	**North Central State College**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

Program	Department Contact Information	Affiliate Contact
Education	Danielle Reith, M.Ed. North Central State College 2441 Kenwood Circle Mansfield, OH 44906 419.755.4867 dreith@ncstatecollege.edu	Greg Nickoli, Superintendent Pioneer Career and Technology Ctr 27 Ryan Road Shelby, OH 44875 419-347-7926 ext. 42102 Nickoli.greg@pioneerctc.edu