

CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into _____, 2020, by and between **Knox Community Hospital** and **Pioneer Career and Technology Center**.

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

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

- (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.

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:

Knox Community Hospital
1330 Coshocton Road
Mount Vernon, OH 43050