

**CLINICAL AFFILIATION AGREEMENT
BETWEEN RHODES STATE COLLEGE AND
ELIDA LOCAL SCHOOLS**

This Affiliation Agreement is made and entered into by and between **James A. Rhodes State College (hereinafter "College")**, an Ohio public higher education institution with its principal place of business at 4240 Campus Drive, Lima, Ohio 45804, and **Elida Local Schools (hereinafter "Affiliate")** with its principal place of business at 4380 Sunnydale Avenue, Elida, Ohio 45807.

WHEREAS, College has established approved and/or accredited programs (hereafter "Program"), described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, Affiliate is willing to furnish students with rotation through certain clinical services of Affiliate in order to further the clinical enrichment 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 public health and welfare; and

WHEREAS, it is the mutual desire of the parties to affiliate pursuant to this Agreement in order to provide health care education to the College's Program students at Affiliate (hereinafter referred to as "clinical practice 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 remain in effect for a term of one year. Thereafter, this Agreement shall automatically renew for three successive one year terms unless terminated by either party.

Either party may terminate this Agreement by giving the other party a ninety (90) day written notice of termination, provided, however, that the parties will use their best efforts to ensure that students then participating in the clinical practice program are able to complete their clinical practice 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 clinical practice program in which the affected students are enrolled.

II. College Responsibilities

The College agrees to the following:

- A. To be responsible for establishing objectives for planning, implementing, and evaluating the clinical practice program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- B. To schedule students for the clinical practice 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 before the students start their clinical practice program, the curriculum, the affiliation syllabus with course objectives and necessary evaluation forms to be completed for each student.
- D. To ensure to the satisfaction of Affiliate that the student, who will participate in the clinical practice program contemplated by this Agreement, is qualified for such participation by having successfully completed all prerequisite didactic and clinical course materials required by the College in the Program.
- E. To provide faculty who shall be qualified to teach in the Program.
- F. If the parties agree that College faculty will be utilized to train the College's students at Affiliate (referred to as "On-Site Faculty"), the College shall identify the On-Site Faculty members and provide their respective qualifications to Affiliate prior to the commencement of the clinical practice program. On-Site Faculty, in communication and coordination with Affiliate staff, may oversee the experience and activities of the College's students during the clinical practice program.
- G. To select appropriate Program students for the clinical practice program at Affiliate. All student assignments to the clinical practice program at Affiliate will be subject to the approval of Affiliate.
- H. To notify Affiliate of any changes in student assignments because of academic or clinical performance and/or medical or personal emergencies.
- I. To inform College's students and On-Site Faculty that:
 - i. Except as otherwise stated in this Agreement, College's students and On-Site Faculty 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.
 - ii. College's students and On-Site Faculty are responsible for transportation costs to and from Affiliate.
 - iii. 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 clinical practice program.

- J. The College is a public entity entitled to governmental immunity protections under applicable state law. The College shall provide occurrence-based liability coverage in accordance with any limitations associated with applicable law; but the College shall provide such insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by Affiliate, the College shall provide Affiliate with proof of insurance demonstrating coverage for each student prior to that student beginning the clinical practice program at Affiliate.

III. **Affiliate Responsibilities**

Affiliate agrees to the following:

- A. To provide the physical facilities, personnel and equipment, as Affiliate deems necessary to conduct the portions of the clinical practice program taking place on Affiliate's premises.
- B. To maintain ultimate responsibility and authority regarding patient care and shall be responsible for its patients at all times. Affiliate shall not rely on students in any way to provide required care to patients. Students will not give service to patients at Affiliate apart from that rendered as part of the clinical practice program and will follow directives of Affiliate in regard to patient care.
- C. Affiliate reserves the right to restrict the clinical practice 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.
- D. Affiliate reserves the right to restrict student involvement in procedures, tasks and/or care and treatment of patients, as deemed necessary by the Clinical Education Coordinator or other Affiliate staff.
- E. 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 patients and/or employees, does not meet Affiliate's standards and policies for good patient care, health, safety, dress, appearance or ethical behavior, or patient 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 health care services to patients 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.

- F. To comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Affiliate, the Affiliate, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Affiliate's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary. Furthermore, Affiliate will provide emergency care, at the student's expense, for any other College student's accident, injury, or illness that occurs on Affiliate's premises. The responsibility for follow up care remains the responsibility of the student.
- G. To orient students and On-Site Faculty to Affiliate. Affiliate agrees to provide a copy of appropriate Affiliate policies and procedures to students and On-Site Faculty.
- H. To permit the College and the College's accreditation agencies, at reasonable times and with reasonable advance notice, the inspection of Affiliate, the services available for the clinical experiences and other items pertaining to the clinical practice program.
- I. To allow the College's students and On-Site Faculty 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.
- J. To use its reasonable efforts to incorporate the College's curriculum into the clinical practice program.
- K. To provide a Clinical Education Coordinator who will serve as a liaison between Affiliate and the College. Affiliate agrees to provide the Clinical Education Coordinator with time to plan and implement the clinical practice program as deemed reasonable by Affiliate including, when feasible, time to attend relevant meetings and conferences.
- L. To 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) annual aggregate for its employees, directors, and officers. Affiliate shall provide College with proof of insurance prior to students beginning the clinical practice program at Affiliate.
- M. To make staff and management available to College faculty and administration to clarify policies, procedures and guidelines pertaining to the patients who are receiving care by the College's Program students.
- N. The clinical practice program is educational in nature. The College's students will not substitute or replace Affiliate personnel.
- O. To obtain the informed consent of each patient to the participation of the College's Program students in the clinical practice program in clinical activities involving the patient. In the event any patient does not consent to the participation of a student(s) in clinical

activities involving that patient, Affiliate reserves the right to exclude students from clinical activities involving that patient.

- P. Affiliate understands that it may generate or otherwise be in possession of confidential educational records regarding the College's students, and that these records are protected by federal law including, inter alia, the Family Education and Privacy Rights Act ("FERPA"), 20 U.S.C.A. 1232g. Affiliate further understands that it may not share or disclose these educational records with any party other than the College, without both the College's and student's consent.

IV. **Application of Affiliate's Rules & Procedures**

- A. It is understood that College's students and On-Site Faculty 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.
- B. College shall inform its students and On-Site Faculty that 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 and On-Site Faculty that Affiliate maintains a smoke-free environment at its facilities and that smoking is prohibited on all Affiliate premises.
- C. College's students and On-Site Faculty shall handle all Affiliate confidential and protected health 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 the Health Insurance Portability and Accountability Act (HIPAA), as applied through Affiliate's HIPAA policies and procedures. Under no circumstances will a student or On-Site Faculty discuss patient 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 Affiliate, 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.
- D. **Health Requirements.** College will provide Affiliate's health requirements, a copy of which is attached as Exhibit B, to each of its participating students and On-Site Faculty. College will further require each student and On-Site Faculty to provide written confirmation of compliance with each health requirement listed in Exhibit B prior to the clinical training at Affiliate. College will provide Affiliate a copy of written proof of vaccination, if requested. Affiliate will provide College a copy of its health requirements,

prior to the beginning of any covered academic year. Affiliate must notify the College of any changes to its health requirements as soon as practicable.

- E. **Background Checks and Drug Testing.** College shall require students to submit to a timely criminal background check and drug testing prior to the clinical practice program at Affiliate. College will make the determination of whether to place a student at Affiliate based on a list of disqualifying offenses provided by Affiliate that it normally uses to hire its employees. Affiliate will provide a copy of such list of disqualifying criminal offenses to the College, prior to the beginning of any covered academic year. If Affiliate requests a copy of the background check and/or drug test results, Affiliate will be required to keep the information confidential to the fullest extent of the law and only to be used for the purpose for which it was disclosed.

V. **Joint Responsibilities**

- A. The College and Affiliate may establish and utilize preceptors for the purpose of supervising, mentoring, and evaluating students (hereafter referred to as "Preceptorship"). The Preceptorship is an individualized experience where the student defines and implements a healthcare worker role with a qualified role model.

i. College Responsibilities

- a. The College shall provide an orientation for the Preceptorship and preceptor role to all qualified preceptors;
- b. The College shall submit to Affiliate and preceptors a schedule of the proposed student/preceptor pairs which is to include rotation dates, days of week preferred, course title and objectives, names of the College instructor and telephone numbers where the instructor can be immediately reached;
- c. The College instructor will frequently communicate with the assigned preceptor and student to determine the student's progress; and
- d. The College accepts full responsibility for the Preceptorship and for the evaluation of the student's clinical practice while at clinical practice site, with input from the student and the assigned preceptor.

ii. Affiliate Responsibilities

- a. Affiliate will provide preceptors for a mutually agreed upon number of students enrolled at the College in the Preceptorship course.
 - i. For students enrolled in the Nursing or allied health programs, the College's Program Chair, Clinical Coordinator, or designee may contact the Affiliate's Clinical Education Coordinator regarding placement of unlicensed students with preceptors. The College's Program Chair, Clinical Coordinator, or designee may negotiate with

the Affiliate's Clinical Education Coordinator regarding placement of students enrolled in Nursing or allied health programs.

- ii. The College faculty will provide preceptors with course material and assessment/evaluation forms, information regarding level of ability of the student and expectations of performance, communicate assignments and monitor student progress, evaluate performance, and communicate with each preceptor during the clinical experience.
- iii. Affiliate preceptors will discuss student learning needs with faculty, provide ongoing supervision of students at the direction of the faculty, and provide feedback regarding student performance. The preceptor will assist students in professional development by providing supervision to ensure delivery of safe and appropriate practice to individuals or groups of individuals pursuant to Ohio Law or other governing bodies.

- b. Affiliate will submit a list of qualified employees interested in serving as preceptors to the College each semester and which Affiliate chooses to participate.
- c. Affiliate will provide necessary supervision of students assigned to the site to ensure safe, effective patient care and will report student progress to College instructor.

iii. Joint Responsibilities

- a. The assigned preceptor shall be: (1) in good standing; (2) will provide educational preparation at or above the level for which the student is preparing; (3) will have professional experience commensurate with accrediting, licensing, or other approval entities; (4) will have a philosophy congruent with that of the College's Program; (5) will have current knowledge; and (6) meets other requirements set forth in Ohio law regarding preceptors.
- b. Affiliate and the assigned preceptor retain the right to withdraw from the Preceptorship at any time. In the event Affiliate or the assigned preceptor resigns, Affiliate will use its best efforts to assist the College in locating another affiliate and/or preceptor to allow the impacted student to complete the preceptorship.

- B. 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 its agents, employees, and contracted servants 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 party to the other party. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect,

- incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.
- C. Neither party shall use discriminatory practices in assignment, acceptance, or evaluation of students. Students shall have equal opportunity to participate in the clinical practice 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.
 - D. 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.
 - E. Both parties expressly acknowledge that 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 for HIPAA requirements that relate to the use and disclosure of Affiliate's protected health information, students and On-Site Faculty are defined as members of the Affiliate's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement.
 - F. 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.

VI. **Miscellaneous**

- A. **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 ninety (90) 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.
- B. **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.

- C. **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.
- D. **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.
- E. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the College of its governmental immunity or of its state governmental immunity; an express or implied acceptance by College of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the College of a debt, contract, or liability of the Affiliate.
- F. **Notice.** Any written notice required by this Agreement shall be mailed to the respective parties at the following addresses:

College: Dean, Division of Health Sciences
James A. Rhodes State College
4240 Campus Drive
Lima, OH 45804

With a copy to:

Ohio Attorney General
Education Section
c/o Rhodes State College AAG
30 E. Broad St., 16th Floor
Columbus, OH 43215

Affiliate: Elida Local Schools
Attn: Joel Mengerink, Superintendent
4380 Sunnydale Ave.
Elida, Ohio 45807

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

- H. **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.
- I. **Enforcement.** Notwithstanding termination of this Agreement as provided in paragraph I ("Term and Termination") hereof, this Agreement shall survive for the purpose of enforcing any remaining obligation of the respective parties subsequent to termination.
- J. **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.
- K. **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.
- L. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
- M. **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 Allen County, Ohio.
- N. **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.
- O. **No Third Party Beneficiaries.** This Agreement is intended for the benefit of the parties only. There are no intended third party beneficiaries.
- P. **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.
- Q. **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.

(signature page follows immediately)

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

Elida Local Schools

James A. Rhodes State College

Signature

Eric Mason-Guffey, EdD
Interim VP of Academic Affairs

Printed Name

Title

Date

Date

EXHIBIT A

Academic Institution Program	Department Contact Information	Campus/ Contact
Nursing Program: Bachelor of Science in Nursing Practical Nursing Certificate Program State Tested Nurse Aide	Melissa Harvey, Chair of Nursing Program Rhodes State College 4240 Campus Dr., TL 102J Lima, OH 45804 Phone: 419-995-8347 Email: Harvey.M@RhodesState.Edu Fax: 419-995-8093	
Nursing Program: Associate Degree Program	Tammy Segovia RN Program Administrator 4240 Campus Dr., CK 224A Lima, OH 45804 Phone; 419-995-8203 Email: Segovia.T@RhodesState.Edu Fax: 419-995-8818	

EXHIBIT B

Affiliate's policies require any student or faculty participating in the clinical practice program to provide documentation of required immunizations or exemptions (if applicable) for those checked/identified below:

- ☐ 1. COVID-19. Students and/or faculty may submit an appropriate signed exemption form to Affiliate to be determined in accordance with Affiliate's process/policy.
- ☐ 2. Hepatitis B. Hepatitis B immunizations are not required if the student or faculty has signed and submitted a declination form to the College and Affiliate
- ☐ 3. Influenza
- ☐ 4. Mumps
- ☐ 5. Pertussis
- ☐ 6. Rubella
- ☐ 7. Rubeola
- ☐ 8. Tetanus
- ☐ 9. Tuberculosis
- ☐ 10. Varicella
- ☐ 11. Other (list here):

☐ No immunizations or exemptions are required.

