

CLINICAL AFFILIATION AGREEMENT

This CLINICAL AFFILIATION AGREEMENT ("Agreement") is made by and between NORTON HOSPITALS, INC. and COMMUNITY MEDICAL ASSOCIATES, INC. (collectively "Hospital") and JEFFERSON COUNTY BOARD OF EDUCATION ("Educational Institution").

WHEREAS, the Educational Institution in its educational program for the development of healthcare practice professionals, has the responsibility for the training of students enrolled in its Medical Magnet Program (collectively, the "Program"); and

WHEREAS, clinical experience is a required and integral component of the Program; and

WHEREAS, Educational Institution and Hospital desire to cooperate in providing the clinical experience phase of the Program to students of Educational Institution (the "Student" or "Students").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Educational Institution and Hospital will cooperate as described herein.

1. **TERM & TERMINATION.** The term of this Agreement shall be for one (1) year, commencing August 11, 2015 and ending August 10, 2016; provided however, this Agreement will be automatically renewed for successive one (1) year terms unless terminated in writing by either party by written notice to the other party at least thirty (30) days prior to the anniversary date. Further, subject to the provisions of paragraph 2.D. herein, either party shall have the right and privilege of terminating this Agreement at any time during any one-year term upon thirty (30) days written notice to the other party.
2. **RESPONSIBILITIES OF HOSPITAL.**
 - A. To accept Students for educational experiences in the areas for which placement has been mutually reviewed, planned and arranged. These educational experiences are to be negotiated between the parties on a semester-to-semester basis.
 - B. The responsibility and accountability for client/patient care is the responsibility of Hospital.
 - C. To provide appropriate personnel to coordinate planning with Educational Institution.
 - D. In order to provide adequate teaching and supervision of the Students, the number of Students per clinical experience and the number of clinical experiences will be determined by Hospital and Educational Institution on a case-by-case basis. Provided, however, that Hospital reserves the right to limit, modify, change, or reduce, the number of clinical experiences and/or the number of Students per clinical experience available at Hospital, at any time, to be determined in Hospital's sole discretion. In such an event, Hospital shall use reasonable efforts to accommodate Educational Institution Students who have already commenced a

- clinical rotation at Hospital.
- E. Hospital may request Educational Institution to withdraw any Student whose conduct or performance is not in accordance with Hospital's policies, procedures or standards of performance, and Educational Institution agrees to honor all such requests.
 - F. Hospital shall ensure direct supervision of Students at all times during educational experiences

3. **RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.**

- A. Educational Institution shall provide Faculty and other appropriate personnel to coordinate planning with Hospital.
- B. Educational Institution shall ensure that Students adhere to all applicable Norton Healthcare and Hospital policies, procedures, rules and regulations, including, without limitation, to the policies relating to Infection Control Requirements for Health Care Affiliates and Clinical Affiliations.
- C. Thirty (30) days prior to the commencement of the Program for each semester, Educational Institution will provide Hospital written notification of its planned schedule of Students' assignment, including the dates and purpose of affiliation, the names of the Students, and the level of academic preparation. All schedules and assignments must be acceptable to Hospital.
- D. Educational Institution will provide, if Hospital requests, information regarding the availability of, and financial responsibility for, emergency care for Students while on assignment, including follow-up to blood and body fluid exposures. The Student shall be advised by Educational Institution where to seek approved medical care prior to arrival at the Hospital facility. Hospital will not be financially responsible for such care.
- E. Educational Institution agrees that Faculty will notify Hospital immediately upon any assigned Student's change of status as a student of Educational Institution, including, but not limited to expulsion, suspension or probation.
- F. Educational Institution shall, prior to the first date that a Student arrives at Hospital, and at least annually thereafter, conduct a search of the OIG-HHS Exclusion Database and the United States General Services Administration Exclusion Database and determine that no Student has been excluded from any Federal health care or procurement program.
- G. Prior to participation in the Program, each Student shall participate in and complete all compliance training required of all new Hospital employees, including but not limited to HIPAA compliance training, and in such additional components of the Hospital Compliance Program as determined to be appropriate by Hospital.
- H. Each Student shall undergo annual compliance re-training as required for all continuing Hospital employees, and annual compliance re-training in such additional components of the Hospital Compliance Program as determined by Hospital.
- I. Educational Institution agrees to conduct a background investigation on its Students participating in the Program at Hospital. The background check shall include a criminal background check that complies with law, regulation, and

Hospital policy to ensure these individuals are suitable for a patient care environment. Educational Institution shall provide written verification to Hospital, upon request, that a background investigation was conducted in compliance with the foregoing requirements and that these individuals are suitable for work in a patient care environment.

- J. Educational Institution agrees to require its Students to comply with Hospital policies regarding drug testing. A negative drug test shall be maintained by Educational Institution and shall be performed within six (6) months of placement at Hospital.
- K. Educational Institution will only assign Students to Hospital for completion of the Student's clinical experience that have satisfactorily completed the prerequisite portion of the Program curriculum and only those Students with the appropriate level of academic preparation.
- L. Students of Educational Institution are not considered employees of Hospital and will not be reimbursed by Hospital for services rendered during the course of the educational experiences stated in this Agreement.
- M. Educational Institution agrees that Hospital is not responsible for losses or liabilities caused by Educational Institution's, or its employees, agents, or Students, negligence or misconduct.
- N. Educational Institution shall secure and maintain, or cause to be secured or maintained commercial general and professional liability insurance, with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate, providing coverage for acts or omission of Educational Institution, its employees, agents, or Students, occurring during the term of this Agreement. Educational Institution shall name Hospital as an additional insured on its commercial general liability insurance policy required under this Agreement. Educational Institution shall notify Hospital as soon as is practicable of any cancellation, non-renewal or change in its insurance coverage.
- O. Educational Institution shall ensure that Students wear a badge or other form of identification that includes, at a minimum, the individual's first name and status as a student of Educational Institution.
- P. Educational Institution shall provide documentation of compliance with the requirements of this paragraph 3, including but not limited to, immunizations, TB screens, certificate of insurance, background checks, drug screens and academic preparation.
- Q. Educational Institution shall inform Students that any submission for publication of any material relating to the clinical educational experience is strictly prohibited without the prior written approval from Hospital. In such an event, Educational Institution and Hospital shall execute a Data Use Agreement.

4. **BUCKLEY AMENDMENT.** Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in the handling of educational records of Students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties

and obligations under this agreement and to the individual Students. It is also agreed that each party shall thoroughly orient their employees and agents of their obligations under the Family Educational Right and Privacy Act and shall maintain their practices in strict accordance with the requirements of that Act. Neither party shall be permitted to authorize any further disclosure of educational records of Students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

5. **COMPLIANCE CERTIFICATION.** Educational Institution certifies that it is not subject to a debarment or other sanction by any federal or state department or agency. Further, Educational Institution agrees to comply and abide by any and all current and future laws, regulations, advisory opinions, policies, legal interpretations, and guidelines of Hospital and all regulatory or governmental entities and agencies to which Hospital and/or Educational Institution are subject. Educational Institution agrees to conduct its business in a legal manner without conflict of interest and to notify Hospital in the event that any claim, investigation or audit relating to the subject matter of this Agreement is instituted during the term of Educational Institution's relationship with Hospital.
6. **COMPLIANCE WITH STATUTES.** Both parties agree to comply with and meet all federal, state and local requirements, including statutes, rules, regulations, codes, ordinances, and regulatory standards promulgated by The Joint Commission, pertaining to the Agreement.
7. **CONFIDENTIALITY.** Educational Institution agrees to maintain the confidentiality of all patient medical records and information as well as business, operational and financial records and information belonging or relating to Hospital, and to promptly notify Hospital of any request, audit or other access to such information by regulatory or other entity or person. Such confidential patient and business information shall be used by Educational Institution solely for the purpose of fulfilling their duties and responsibilities under this Agreement. Further, upon request of Hospital, Educational Institution and its employees, agents and Students shall execute a Confidentiality Oath prepared by Hospital. This obligation to maintain the confidentiality of patient information shall survive termination of this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Educational Institution shall, at all times during this Agreement, perform the services and duties required hereunder as an independent contractor and nothing contained herein shall be construed to make Educational Institution the employee, agent, partner of, or a joint venturer with Hospital. Neither party is authorized or permitted to act as an employee of the other.
9. **PRIVACY OF INFORMATION.** Without limitation of the obligations of Educational Institution under paragraph 7, both parties agree to comply with all requirements under federal law and regulations relating to confidentiality, privacy

and security of patient information, including without limitation to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

10. **ENTIRE AGREEMENT.** This is the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and signed by the parties to this Agreement.
11. **NONDISCRIMINATION; EQUAL OPPORTUNITY CLAUSE.** The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Neither party hereto shall discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, handicap, disability, sexual orientation or gender identity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

NORTON HOSPITALS, INC. and
COMMUNITY MEDICAL ASSOCIATES, INC.

By: Jaehw Beard

Title: AVP System Director, Human Resources

Date: July 31, 2015

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____

Title: _____

Date: _____