

THIS AFFILIATION AGREEMENT (hereinafter referred to as the “Agreement”), made and entered into this day of July 1, 2024 (Effective Date) by and between the Medical University of South Carolina, on behalf of its College of Health Professions, Charleston, South Carolina (hereinafter referred to as the “University”), and Oldham County Schools and its Affiliates, (hereinafter referred to as the “Facility”). The University and Facility acknowledge that the terms of this Agreement shall specifically apply to all Programs referenced in Exhibit B.

WITNESSETH:

WHEREAS, the University, offers its students a degree program in the field of medical, clinical care and treatment, or administration and

WHEREAS, as part of such degree program, the University desires for its students to have the ability to participate in learning experiences in their chosen field in the Facility, and

WHEREAS, the Facility is willing to provide such experiences, and

WHEREAS, the effective term of this Agreement will commence on Effective Date terminating June 30, 2029, and shall supersede any prior Agreement pertaining to the matters contained herein between the parties.

NOW THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. DUTIES OF THE UNIVERSITY

- 1.01 Assume responsibility for assuring continuing compliance with the educational standards of the appropriate accreditation bodies.
- 1.02 Communicate with the Facility, through the University’s appropriate program coordinator on all matters pertinent to the University.
- 1.03 Notify the Facility, through the University’s appropriate program coordinator, of the planned schedule of student’s learning experience, including the name of the student, level of academic preparation, and length and dates of learning experience.
- 1.04 Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility, if any.
- 1.05 The University will retain ultimate responsibility for the education and assessment of its students. The University’s representative for this Agreement shall be a faculty member appointed and assigned by the University, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
- 1.06 If applicable, inform the student of any special requirements of the Facility for acceptance.

- 1.07 To the extent permitted by and in accordance with the procedures of the South Carolina Tort Claims Act, the University agrees to assume liability for its directors, trustees, officers, employees, and students for all claims and liabilities including personal injury or property damages to the extent arising out of the acts or omissions of the University's students, faculty members, or employees in connection with their duties pursuant to this Agreement.
- 1.08 Support rules and regulations governing students that are mutually agreed upon by the University and the Facility.
- 1.09 The University shall maintain general liability insurance with limits of liability coverage in accordance with the limits set forth in the South Carolina Tort Claims Act [SC Code Ann. §15-78-10 *et seq.*] on behalf of each student.
- 1.10 The University shall maintain professional liability (malpractice) insurance with limits of liability coverage in accordance with the limits set forth in the South Carolina Tort Claims Act [SC Code Ann. §15-78-10 *et seq.*].
- 1.11 The University shall maintain or require that Student maintain additional professional liability coverage that may be necessary to participate in the learning experience and shall be responsible for any additional professional liability insurance coverage in amounts sufficient to cover its responsibilities under this Agreement and according to each program's requirement for all clinical students.
- 1.12 A certificate of insurance will be provided to Facility upon reasonable request.
- 1.13 Student is required to wear nametag designating student status if requested by facility.
- 1.14 A student or faculty member of the University assigned to university shall not be considered an employee of the Facility for purposes of this Agreement.
- 1.15 The University agrees that it will comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations (known as the Blood Borne Pathogens Standard and referred to as the "Standard") with regard to but not limited to:
- (a) providing OSHA training and information relating to safe practices and the required personal protective equipment;
 - (b) providing proof of Hepatitis B vaccination, for clinical experiences, including documentation that students have either received the Hepatitis B vaccination series or have declined the vaccination; and
 - (c) providing, in cooperation with the Facility, for post-exposure evaluation and follow-up in the event that there is an occupational exposure as defined in this Standard. The University will provide the Facility with proof of its compliance with this Standard upon request.
- 1.16 The University will provide a Verification Check List for students that will take part in a clinical experience to assure the Facility that all aforesaid requirements have been achieved and are current relative to the period of the student's learning experience to the Facility. Upon presentation of this

dated Verification List to the Facility, the Facility will not require individual facsimiles of these documents.

- a) The Verification Check List will be verified by individuals designated by the University as qualified and responsible, e.g., the University's program staff coordinator;
- b) Individual documents supporting the Verification Check List will be retained in the College for a minimum of five (5) years; and
- c) The Verification Check List regarding students' qualifications will include, at a minimum, the following items for clinical students:
 - 1. Insurance, to include general liability (see 1.08) and professional liability (see 1.09) and medical health,
 - 2. Trainings, to include OSHA, HIPAA and CPR,
 - 3. Screenings, to include Memorandum assuring criminal background check clearance and a ten (10) panel drug test, and
 - 4. Health immunization record, to include current TB skin test, Rubella, Rubeola, Mumps, Varicella, Tetanus, Influenza, and Hepatitis B series.

1.17 Documentation of a criminal background check may be provided upon request of the Facility with appropriate authorization from the Student.

1.18 Non-clinical students will, at a minimum, have the following items

- 1. Insurance, to include general liability (see 1.08), and medical health,
- 2. Trainings, to include OSHA and HIPAA
- 3. Screenings, to include Memorandum assuring criminal background check clearance.
- 4. Health immunization record, if required and applicable by facility, to include current TB skin test, Rubella, Rubeola, Mumps, Varicella, Tetanus, Influenza, and Hepatitis B series.

2. DUTIES OF THE FACILITY

- 2.01 Maintain standards for appropriate health care services conducive to sound educational experiences for students in the University.
- 2.02 Appoint an individual who will be responsible for coordinating the learning experience and who will designate an appropriately qualified instructor who is certified/ registered/ licensed, as applicable, and meets the requirements of the accrediting bodies to provide the learning experience for the student.
- 2.03 The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Facility will provide students and faculty with access to appropriate resources for student education including: a) access to patients at facilities in an appropriately supervised environment, in which the students can complete the University's curriculum; b) student security badges or other means of secure access to

patient care areas; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at the Facility; and f) access to call rooms, if necessary.

- 2.04 Assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Facility.
- 2.05 The Facility agrees 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 the Facility, the Facility, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable; examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges generated.
- 2.06 Notify the University of the number of University students the Facility can accommodate during a given period of time.
- 2.07 Evaluate the performance of assigned students on a regular basis, adhering to the guidelines set by the University, using evaluation forms that are either supplied by the University or are acceptable to the University.
- 2.08 Advise the University at mutually agreeable intervals, of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the learning experience, and to assist the University and the student in attempting to correct these deficiencies.

3. MUTUAL DUTIES OF THE UNIVERSITY AND THE FACILITY

- 3.01 If requested by the University and agreed to by the Facility, establish the educational objectives for the learning experience, devise methods for their implementation, and continually evaluate the effectiveness of the learning experience.
- 3.02 University and Facility shall each designate a representative to discuss, as needed, to identify and act on opportunities to improve affiliation.
- 3.03 Agree that there shall be no unlawful discrimination in the University based upon race, color, ancestry, religion, sex, age, marital status, sexual preference, handicap, or veteran status.
- 3.04 The University, including its faculty, staff, medical students and residents and Facility share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards,

and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. Facility shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the University. University agrees to require its students to adhere to the expectations set forth in Exhibit A.

3.05 HIPAA Requirements

(a) Agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320(d) (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation to the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the federal “Privacy Rule”), referred to herein as “HIPAA Requirements”.

(b) Agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C Section 1320(d)), other than as permitted by HIPAA Requirements and the terms of this Agreement.

(c) Agree to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the federal Privacy Rule.

3.06 FERPA Requirements

(a) Agree to comply with the federal Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232(g) (“FERPA”) and any current and future regulations promulgated thereunder including without limitation to the federal privacy regulations regarding education records and associated personally identifiable information contained in 34 C.F.R. Part 99.

(b) Agree not to use or further disclose student records, i.e., “education records” or “record” or any “personally identifiable information” (as defined in 34 C.F.R. § 99.3), other than as permitted by FERPA and the terms of this Agreement.

(c) Agree to make its internal practices, books, and records relating to the use and disclosure of student records available to the Secretary of Education to the extent required for determining compliance with the FERPA regulations.

(d) Agree to obtain the student’s consent for disclosure of personally identifiable information except to the extent that FERPA authorizes disclosure without consent, e.g., if the disclosure is to the University, prior student consent is not required (see FERPA 34 C.F.R. § 99.31 for other exceptions).

(e) Agree to store, retain and transmit student records in a manner that is reasonable in light of FERPA’s intent to protect the privacy of parents and students, and to destroy the student records within a reasonable time, normally within twelve (12) months after the end of the student’s affiliation with the Facility, or longer as required or permitted by law.

4. **TERMINATION**

Either party may terminate this Agreement, by giving written notice, at least ninety (90) days prior to the effective day of such termination.

5. **MODIFICATIONS**

The parties agree to the full and complete performance of the mutual covenants contained herein and that this Agreement constitutes the sole, full, and complete Agreement by and between the parties. No amendments, changes, additions, deletions or modifications to this Agreement shall be valid unless reduced to writing, signed by the parties, and attached hereto.

IN WITNESS WHEREOF, the duly authorized parties agree to be bound by the provisions thereof and have cause this Agreement to be executed as of the last date of signature.

IN TESTIMONY WHEREOF, the hands and seals of the parties are affixed here to:

For University:

Medical University of South Carolina
College of Health Professions

By:

Zoher F. Kapasi

Zoher F. Kapasi, PhD, PT, MBA, FAPTA
Dean

For Facility:

Oldham County Schools
and its Affiliates

By:

Name printed

Title:

Date: June 28, 2024

Date: _____

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA/MCP
APPROVED AS TO FORM
By: E. Player
Date: 6/28/2024

Exhibit A

TEACHER-LEARNER EXPECTATIONS

The University holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education, the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

Exhibit B
College of Health Professions
Included Programs

This Affiliation Agreement between the University and the Facility shall apply to the following programs (if applicable):

- Anesthesia for Nurses
- Cardiovascular Perfusion
- Occupational Therapy
- Physical Therapy
- Physician Assistant Studies
- Speech Language Pathology
- Extracorporeal Science
- Health Administration
- Health and Rehabilitation Science
- Health Informatics
- Healthcare Studies
- Genetic Counseling
- And any future programs that may be added to the college during the term of the Agreement.
-