**School Name**

**School Address**

## Student Affiliation Agreement

This agreement made this \_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between

, (hereinafter referred to as **School**) and Southern Ohio Medical Center, Portsmouth, Ohio, (hereinafter referred to as **Medical Center**)

## WITNESSETH:

**WHEREAS**, **School** has curricula in \_ ; and

(Program)

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

**WHEREAS**, **School** desires the cooperation of agencies and institutions in the development and implementation of the clinical experiences of the **Program** curricula; and

**WHEREAS, Medical Center** wishes to participate in the education of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ students and

(Program)

**WHEREAS**, **Medical Center** wishes to join **School** in development and implementation of clinical experiences for students;

(Specify curriculum)

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, **School** and

**Medical Center** will cooperate as described herein.

**SCHOOL** agrees to**:**

1. If appropriate to this agreement, provide only instructors who shall be well-qualified and competent and currently licensed in, **specify curricula,** as appropriate in the state of Ohio, acceptable to **Medical Center** and who will comply with all by-laws, rules, regulations, policies and directives of **Medical Center**.
2. Provide or otherwise arrange in writing for instructors to directly supervise and control said students when they are upon the premises of **Medical Center** or make appropriate alternate arrangements with the appropriate Director of **specify department** of **Medical Center** for the direct supervision and control of said students. The clinical instructors, if provided by **School** shall be under the exclusive, direct supervision and control of and be employed and compensated by **School.**
3. All students must perform procedures within the guidelines and policies of the **Medical Center** and assigned department after demonstrating competence in the educational setting of the educational institution or organization.
4. Require that each clinical instructor and student, prior to first clinical rotation assignment, complete the following requirements:
   * Documentation of completed state criminal background check consistent with the Medical Center’s policy
   * Documentation of a negative Urine Drug Screen (minimum requirement for drug testing is a 10 panel with expanded Opiates)
     + Instructors and students are subject to reasonable suspicion testing by Medical Center during the clinical rotation.
   * Documentation of annual Influenza Vaccination or submit a medical or religious exemption. If an approved exemption is submitted, a surgical mask must be worn during the influenza season (as determined by SOMC Infection Prevention).
   * Clinical instructors and students must also provide proof of all COVID vaccinations received and/or a declination to the COVID vaccine if not “Up to Date” per current CDC recommendations (https://www.cdc.gov/coronavirus/2019-ncov/vaccines/stay-up-to-date.html), and agree to follow all required safety precautions, which may include masking, screening tests and/or other Infection Control measures as determined by **Medical Center**.
   * Documentation of a completed two (2) step T. B. skin test or Quantiferon lab result
     + If the individual has a history of being a Positive Reactor, a chest x-ray and Positive Reactor Questionnaire (provided by **Medical Center**) will be accepted in lieu of T.B. skin test.
   * Proof of immunity to or a signed declination for Hepatitis B vaccine.
   * Proof of immunity to or signed declination for Mumps, Rubella and Rubeola or proof of two (2) doses of MMR vaccine.
   * Proof of immunity to or a signed declination for Varicella or proof of two (2) doses of Varicella vaccine.
   * Documentation of a one (1) time dose of Tdap vaccine or signed declination.
   * If students are assigned to a patient care rotation, students must maintain a current BLS/CPR certification.
   * Students are not allowed to work in areas where a respirator is required for patient care unless they have been properly fit tested.
5. A certificate as attached hereto will be completed by and for each student and each clinical instructor which *inter alia* authorizes the release of any required information to **Medical Center** on demand. **School** shall require each clinical instructor and student to comply with such other testing and requirements as **Medical Center** requires of its employees or as may be required by law.
6. Provide written certification that all students and clinical instructors have health and accident insurance to cover any and all work related or clinical experience related injuries or illnesses and that **School** has appropriate workers' compensation coverage and shall be responsible for work related injuries and illnesses of its employees, and agrees to provide proof thereof to **Medical Center** prior to the beginning of each student's clinical education.
7. Consult with **Medical Center** on its planned schedule of student assignments, including the number and name or names of the student or students, level of academic preparation, and time, length and dates of clinical experience.
8. Ensure that clinical instructors and students follow the rules, regulations, policies and procedures of **Medical Center** and its medical staff while participating in the clinical experience.
9. Indemnify and hold harmless **Medical Center**, its directors, trustees, officers and employees from and against all claims and liabilities relating to personal injury or property damage arising out of the intentional or negligent acts or omissions of **School’s** students, clinical instructors, employees or agents.
10. Comply with laws, statutes, ordinances, rules and regulations, whether federal, state, local, which may from time to time be applicable to **Medical Center** or this Agreement. **School** shall not knowingly do anything which would jeopardize the licensure of **Medical Center**, its participation in Medicare, Medicaid or other reimbursement or payment program, or its accreditation by any state or nationally recognized accrediting organization.
11. Provide to **Medical Center** proof of professional liability insurance in at least $1 million/occurrence and $3 million/aggregate covering the negligent or intentional acts of its students or clinical instructors at the outset of this agreement and keep said insurance in force throughout the term of this agreement.
12. Require of all students and instructors that they cooperate with any provisions, policies or directives of **Medical Center** regarding the parking of private vehicles.
13. Promptly report to the Compliance Officer of **Medical Center** any situation, event or observation which might indicate the violation of any law or federal or state regulation.
14. Require of all students and instructors that they adhere to reasonable and appropriate dress standards while in **Medical Center** as those standards may from verbally or in writing be conveyed by appropriate representatives of **Medical Center.**
15. Allow **Medical Center** to determine the number of students which it can accommodate during any given period of time.
16. Allow **Medical Center**, at its sole and complete discretion, to terminate any student whose performance and/or behavior is a detriment to patient well-being, to the orderly conduct of the activities of **Medical Center** or to achievement of the state objectives of the clinical experience.
17. For each individual program under this agreement, at the beginning of each academic year provide **Medical Center** the name of the individual primarily responsible for the program, his or her telephone number, fax number, or email address, estimated number of students for that year, changes in the program and any other information felt to be relevant to **Medical Center** as a clinical site.
18. Notify **Medical Center** of any disease or condition of any student or instructor which, following accepted practices, might necessitate a modification of the student’s or instructor’s experience, special steps for the protection of patients or staff of **Medical Center** or any special accommodations required for any student or instructor for the safe attendance to clinical experiences at **Medical Center.** Arrangement and terms of such attendance under these circumstances must be acceptable to **Medical Center** and specified in writing prior to the assignment of the student or instructor to the **Medical Center.**
19. Students who complete clinical rotations at **Medical Center** could be exposed to communicable diseases. In an effort to decrease the risk of exposure, all students and student instructors are expected to adhere to current personal protective equipment (PPE) guidelines. When a potential student exposure has occurred, at the discretion of **Medical Center**, contact tracing may be completed. Upon identification, the associated school will be notified by **Medical Center** and will be expected to aid in the completion of thorough contact tracing. Upon completion of contact tracing, **Medical Center** will review the associated contagion logs and follow up with the school for high risk student exposures. It will be the responsibility of the school to follow any and all local, state, and federal mandates in regards to reporting high risk exposures to their local health department and following associated quarantine orders.
20. Students who exhibit any signs or symptoms of illness (i.e. fever, cough, sore throat, nausea, vomiting, diarrhea, etc.) will not report to clinicals at **Medical Center**. Student instructors are expected to complete symptom checks on all students prior to arrival to their designated clinical area. Any student exhibiting signs and symptoms of illness as identified during their symptom check will not be permitted to complete their clinical rotation and should be asked to leave. Students who present for clinical rotations in the absence of a clinical instructor will follow **Medical Center’s** policies for symptom checks.

## Medical Center Agrees to:

1. Allow upon the premises of its facilities, clinical instructors of **School** and students enrolled in the **Program** of **School** for the purpose of providing said students an opportunity for clinical experience and observation in the patient areas of various departments of **Medical Center.**
2. Provide the clinical instructors and the students, subject to availability as solely determined by **Medical Center**, the use of existing classroom and conference rooms at Medical Center for pre- and post-clinical conferences.
3. Provide lockers and dressing room space, subject to availability as solely determined by

**Medical Center,** for use by clinical instructors and student.

1. Allow on-site only use of **Medical Center's** medical library.
2. Allow use of **Medical Center's** cafeteria facilities on the same basis said facilities are utilized by regular Medical Center visitors.
3. Allow use of **Medical Center’s** Emergency Department on the same basis as any other patient for the student or clinical instructor while he or she is actively participating in assigned clinical practice sessions at **Medical Center** with the express understanding that **Medical Center** shall not be responsible for any cost or expense of medical care provided to such student or clinical instructor.
4. Indemnify, defend, and hold harmless **School**, its students, faculty, or employees for any injuries or illnesses whatsoever caused by the negligent acts or omissions of **Medical Center**, its agents or employees in the performance of this agreement.
5. Retain control and primary responsibility for patient care. Except for the negligent, willful, or intentional acts or omissions of clinical instructors and students of **School**, **Medical Center** retains responsibility, authority and accountability for nursing care and related duties provided to patients of **Medical Center**.
6. Make available patient records for reference and study by **School** clinical instructor and students; subject to appropriate privacy and confidentiality policies of **Medical Center** with the specific understanding that said records not to be removed from **Medical Center**. The use of patients' records shall be in full compliance with State and Federal statutes and regulations governing privacy and confidentiality and no public or private direct or indirect disclosure of the identity of any patient will be allowed without the express written consent of **Medical Center's** Institutional Review Board and Risk Management.
7. Participate with any review committee designated by the appropriate officials of **School**, as designated by **School**, concerning the termination of any student or clinical instructor from participation in clinical activities at **Medical Center**. Such participation shall be solely for the purpose of establishing the reasons for the termination by **Medical Center** and shall not directly or by implication have the right or power to alter the decision of **Medical Center**.

## Terms of Agreement

1. This Agreement shall be effective when executed by both parties. The terms of this Agreement shall be two (2) full years from the day and year first above written. **Medical Center** and **School** agree that this Agreement may be renewed by mutual agreement of the parties for periods of two (2) years, upon the terms and conditions as then may be agreed by the parties. The Parties further agree that withdrawal from this relationship and termination of this Agreement may be affected by either **School** or **Medical Center** at any time, without cause, upon written notice to the other party of at least sixty (60) days prior to the desired termination date. Either party desiring to negotiate a modification in this Agreement may do so by notifying, in writing, the other institution thirty (30) days in advance of commencement of such negotiation.
2. To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this Agreement, the parties agree to comply with the terms thereof until the expiration of four (4) years after the termination of this Agreement.
3. The parties recognize that this Agreement is at all times subject to applicable federal, state and local law and shall be subject to amendments in such laws and enactment of new legislation, rules and regulations. Any provisions of law, rule or regulation that invalidate or otherwise are inconsistent with the terms of this Agreement or that would cause either of the parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of such law, rule or regulation.
4. In performance of this Agreement, **School** and **School** clinical instructors, faculty and students shall be deemed to be independent contractors or business invitees and **Medical Center** shall not make any payment to, withhold or be responsible for the payment of any federal, state or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of **School** or **School** clinical instructors, faculty or students. All such payments, withholdings and benefits are the responsibility of **School** and **School** shall indemnify and hold **Medical Center** harmless from any and all claims, loss or liability arising with respect to such payments, withholdings and benefits including reasonable attorney fees for the defense thereof. Neither the clinical instructors nor any of the students shall be considered employees of **Medical Center** for any purpose whatsoever.
5. The parties agree that this Agreement shall be construed and interpreted according to the laws of the State of Ohio.
6. Assignment: Nothing contained in this Contract shall be construed to permit the **School** assignment or delegation of any rights or obligations hereunder and such assignment is expressly prohibited.
7. Severability: If any term, covenant, or condition of this Contract shall be invalid or unenforceable, the remainder of this Contract and the application of any term or provision to persons or circumstances other than those as to which it is held in other terms shall be valid and enforceable to the fullest extent permitted by law. Cessation of operation by either of the parties hereto shall thereon terminate this agreement.
8. Entire Agreement: This instrument contains the entire Contract of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed by their respective authorized officers as of the day, month, and year stated in the first paragraph of this agreement.

## SCHOOL SOUTHERN OHIO MEDICAL CENTER

Name: Name:

Sign: Title: Date:

Sign: Title: Date: