

CLINICAL/EXTERNSHIP EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT between Fortis Institute hereinafter referred to as the "Educational Institution," and Preakness Healthcare Center hereafter referred to as the "Facility," is made this 07 May 2024

The following programs are included in this affiliation agreement (please remove the X from any that do not apply:

| | | | |
|---|--|--|--|
| <input type="checkbox"/> Dental Assisting | <input type="checkbox"/> Medical Assisting | <input type="checkbox"/> Medical X-Ray | <input checked="" type="checkbox"/> Medical Billing/Coding |
| <input type="checkbox"/> Sterile Processing | <input type="checkbox"/> Surgical Tech | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

WHEREAS, the Educational Institution is organized and operated under the authority of the Department of Education of the State of and provides post-secondary education to students;

WHEREAS, the Educational Institution requires an externship for the training of these students;

WHEREAS, the Facility has the facilities for such externship experience;

WHEREAS, the Educational Institution and the Facility wish to associate with each other for the purpose of providing the externship;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and promises contained herein, the parties hereto, intending to be legally bound, agree that a program of supervised externship shall be conducted for students of the Educational Institution under the following terms and conditions:

1. **TERM.** This Agreement shall commence as of the date indicated above and shall be in effect until either party notifies the other that the agreement will no longer be in effect. Such notification shall be in writing and be delivered no later than 90 days prior to the intended date of dissolution of the Agreement.
2. **CANCELLATION.** This agreement may be cancelled by either party, for any or no reason, at the sole discretion of the Educational Institution or Facility at any time as outlined under TERM. However, all students currently enrolled and assigned to the Facility at the time of notice of termination, shall be given the opportunity to complete their respective externship at the site; such completion period shall not exceed six (6) months, unless otherwise agreed to in writing by the Educational Institution and Facility.

3. RESPONSIBILITIES OF THE EDUCATIONAL INSTITUTION

a. Externship

- i. Establishment. The Educational Institution shall provide the plan for the externship including the expected length of hours and types of duties to be performed, as well as the objectives to be achieved as a result of this education experience.
- ii. Assignment of Students. The Educational Institution shall insure that all students who are designated to participate in the externship have the appropriate prerequisite courses.
- iii. Student Information. The Educational Institution shall provide the Facility with the name, telephone number, and academic information including level of training and previous externship experience for each student participating in the externship.
- iv. Academic/ Externship Coordinators. The Educational Institution will designate a school official to work with the Facility to coordinate the externship. The Educational Institution shall perform evaluation of students with input from the Externship Instructor(s).
- v. Externship Instructors. The Educational Institution shall regard all persons assigned by the Facility to supervise students assigned to the externship as "Instructors". These individuals shall be employees of the Facility with rights and privileges as defined by the Facility; however, the Educational Institution will ensure that these Instructors will also have rights and privileges commensurate with other externship Instructors in the Educational Institution. These rights and privileges will be communicated to the externship Instructors in writing by the Educational Institution and reviewed at least annually.
- vi. Externship Instructor Development. The Educational Institution will take responsibility for the development of externship Instructors including assessing the effectiveness of externship Instructors as educators and providing workshops, seminars, and mentorship programs to address deficiencies or expand skill levels.
- vii. Health Clearance. Upon request, the Educational Institution agrees to provide the Facility with health clearance for students assigned to the Facility. If requested, proof of health clearance shall be provided, including but not limited to a TB tine test and/or PPD (and chest x-ray, if positive), rubella, proof of Hepatitis B vaccination (or signed waiver/declination), and serology.
- viii. HIPAA. All faculty and students shall abide by the guidelines set forth by the Health Insurance Portability and Accountability act of 1996 (HIPAA) regarding the privacy and security of the Facility's patient health information.
- ix. Withdrawal of Student by Educational Institution. The Educational Institution may withdraw any student from the externship whose progress or adjustment does not appear to justify his/her continuing with the externship. Wherever possible, such withdrawal may be planned cooperatively by the Educational Institution and the Facility.

4. RESPONSIBILITIES OF THE FACILITY

- a. Externship Program. The Facility agrees to work with the Educational Institution to establish a planned, supervised program of externship education based on objectives compatible with and agreed upon by the Educational Institution.
 - i. Supervision. Externship Instructors shall be provided by the Facility at the Facility's expense. The Facility shall ensure that the care provided by the students during the externship is monitored and meets all local, state, and federal regulations. These externship Instructors shall demonstrate clinical expertise in their area of practice and the capacity to perform as effective externship teachers. They shall be positive role models for students by demonstrating past and current involvement in clinical practice or work, in-service or continuing education activities, advanced study, and/or previous teaching experience (classroom, clinical, in-service and/or continuing education).
 - ii. Safety. The Facility is responsible for maintaining appropriate policies and procedures to ensure the safety of students, program faculty, and members of the public during the externship. These safety considerations include, but are not limited to, safety of persons when dealing with body substances and hazardous materials, security and evacuation procedures, access to emergency services, and safety in the use of equipment. The Facility is responsible for ensuring that patients are informed when students are involved in patient care.
 - 1) Blood-borne, pathogen exposure. In the event a Student experiences blood-borne, pathogen exposure, the Facility shall provide or arrange for emergency care, the expense for which the student shall be responsible. Each student, prior to the externship rotation, must show proof of medical clearance.
 - 2) Accident. In the event the student is injured while at the Facility, the Facility shall provide emergency care but is not responsible for bills incurred as a result of emergency treatment.
 - iii. Responsibility for OSHA. All faculty and students shall abide by the guidelines set forth by OSHA for blood and blood-borne exposure.
 - iv. Orientation. The Facility will provide an orientation to the students that will include instruction on the policies and procedures of the Facility, health and safety precautions, HIPAA regulations, and confidentiality concerning patients and patient records.
 - v. Changes. The Facility agrees to inform the Educational Institution of any changes in resources that might affect the educational experience or safety and well-being of students participating in the externship.
 - vi. Student Evaluations. The Facility will use its best efforts to inform the Educational Institution of the student's level of clinical growth and competence during the externship and to complete such student evaluation reports provided by the Educational Institution at intervals required by the Educational Institution.
 - vii. Withdrawal or Dismissal of Students. After consultation with the Educational Institution, the Facility may temporarily suspend any student from the externship whose conduct, work, or health status may have an adverse impact on the Facility's patients, professional staff, or provision of health care. The parties agree to meet promptly after such suspension to discuss corrective action and the student's further participation in the externship.

viii. Facility Requirements. The Facility shall, to the best of its ability, provide the following to the students and faculty of the Educational Institution:

- 1) Specialized items necessary for safety and health;
- 2) Adequate classroom and/or conference room space;
- 3) Use of cafeteria and parking facilities (at student and faculty expense)
- 4) Dressing room and locker facilities;
- 5) Medical library privileges;
- 6) First aid or emergency medical treatment as appropriate and follow-up medical care following an incident for students or faculty who are injured or become ill while at the Facility, payment for which the students or faculty will be responsible.

- b. Patient Welfare. The Facility agrees that it will maintain responsibility at all times for patient care and welfare.
- c. Inspection of Student Records. The Facility agrees, upon request of the Educational Institution, to permit inspection of its facilities, student records, or other records or items that pertain in any way to the externship or to the students, by the Educational Institution or accrediting agencies unless the inspection of such records might conflict with the Facility's responsibility for confidentiality.

5. MUTUAL RESPONSIBILITIES

- a. Meetings. The Educational Institution and Facility staff will meet and/or consult prior to the beginning of each clinical training period to determine the period of assignment and number of students during each period. The Educational Institution and Facility staff will meet at least once each year for the purpose of evaluating and improving the externship.
- b. Status of Educational Institution's Students. In the performance of the work, duties, and obligations under this Agreement, it is mutually understood and agreed that the students shall not be considered employees of either the Educational Institution or the Facility for any purpose, including liability or Worker's Compensation. They are to be considered students of the Educational Institution engaged in externship experiences as part of the curriculum of the Educational Institution.
- c. Insurance. The Facility shall provide, at its own expense, adequate liability insurance coverage for its officers, employees, agents, volunteers, and representatives. The Facility shall deliver a certificate of insurance to the Educational Institution prior to the execution of this Agreement. To the extent of such insurance coverage, the Facility will defend, indemnify, and hold harmless the Educational Institution, its officers, agents, and employees from any and all claims for loss or damage to property or injury or death to persons, including costs, expense, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Facility, its officers, employees, agents, representatives, or volunteers.
- d. The Educational Institution shall provide, at its sole cost and expense, insurance coverage for the activities of its students and employees in connection with this Agreement by maintaining in full force and effect the following:
 - i. Professional Liability coverage with limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate;
 - ii. General Liability coverage with limits of One Million Dollars

(\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate:

- iii. Worker's Compensation insurance covering Educational Institution's full liability as required under state law; and
- iv. Other insurance in such amounts which from time to time may be required by mutual consent of the parties to this Agreement.

To the extent of any applicable insurance coverage, the Educational Institution will defend, indemnify, and hold harmless the Facility, its officers, governing board, agents, and employees from any and all claims for loss or damage to property or injury or death to persons, including costs, expense, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Educational Institution, its officers, employees, and agents.

- e. Notification of Liability. Each party agrees that it shall give the other party prompt notice of any claim, threatened, or made, or suit instituted against it that could result in a claim for indemnification as above. Failure to give such notice shall be a waiver of a party's right to indemnification from the other.

6. MISCELLANEOUS TERMS

- a. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of those within its control.
- b. The delay or failure of performance by either party shall not constitute default under terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.
- c. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- d. Both parties agree to act in a nondiscriminatory manner regarding this Agreement and the participation of any student in the externship shall not be based on race, color, religion, sex, national origin, age, veteran status and/or handicap, all as required by law.
- e. This Agreement constitutes the entire agreement between parties hereto, and supersedes all prior agreements or understanding with respect to the subject matter hereof. This Agreement may not be modified or amended except by written agreement signed by each party hereto.

Educational Institution
(Campus President or Designee)

Facility

BY:

BY:

TITLE:

TITLE:

DATE:

DATE: