

## AFFILIATION AGREEMENT

This Affiliation Agreement is made, by and between:

Cox College

hereinafter referred to as "**SCHOOL**," and:

**JORDAN VALLEY COMMUNITY HEALTH CENTER** to include all clinic locations.

hereinafter referred to as "**CLINICAL FACILITY**."

WHEREAS, The **SCHOOL** wishes to allow students the ability to participate in off-campus educational and/or clinical experiences at the **CLINICAL FACILITY** upon terms and conditions herein provided, based on availability and contingent on being able to schedule the education experience, and without having such students be considered as employees of the **CLINICAL FACILITY** but only as students of the **SCHOOL**; and

WHEREAS, The **CLINICAL FACILITY** is an accredited healthcare facility and desires to make its facilities available to the **SCHOOL** for the purpose of experiential learning for students.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

### I. General Representations and Warranties

Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Affiliation Agreement has been duly executed and delivered, and this Affiliation Agreement constitutes each party's valid and binding obligation, enforceable in accordance with its terms.

### II. Duties and Obligations of the **SCHOOL**

#### A. Clinical Rotation

The **SCHOOL** shall be responsible for the development, implementation, and operation of the clinical component of its education programs offered and conducted at the **CLINICAL FACILITY** pursuant to this Affiliation Agreement (collectively referred to herein as the "clinical rotation"). Such responsibilities of the **SCHOOL** include the following:

1. Maintain responsibility for the educational curriculum and learning environment for students including providing practical instruction to students prior to their clinical assignments at the **CLINICAL FACILITY**.
2. Appoint qualified faculty or indicate appropriate preceptors/supervisors responsible for guiding the students' experiences.
3. Assign to the **CLINICAL FACILITY** only those students who have satisfactorily completed the prerequisites for clinical experience.
4. Determine by mutual consent of the **CLINICAL FACILITY** and **SCHOOL** the dates and times for student placement and the **SCHOOL** must notify the **CLINICAL FACILITY** in advance of its planned schedule of student assignments, including the dates of assignments, number of students participating, and type of educational experience expected.

5. Acquaint **CLINICAL FACILITY** personnel with the overall objectives of the **SCHOOL** and provide the appropriate educational objectives and documents for clinical experiences to **CLINICAL FACILITY**.
6. Participate in the supervision of students and their performance at the **CLINICAL FACILITY** including assuming responsibility for ensuring that both students and faculty/supervisors comply with all rules and regulations of the **CLINICAL FACILITY**.
7. Maintain all records regarding students' experiences.

B. Student Health

The **SCHOOL** acknowledges that the **CLINICAL FACILITY** is not responsible for the personal health of the students or for injuries sustained by students while performing their clinical responsibilities under this Affiliation Agreement.

C. Clinical Facility Rules and Regulations

The **SCHOOL** shall require all of its students, faculty, employees, and agents participating in the clinical rotation at the **CLINICAL FACILITY** to be subject to the **CLINICAL FACILITY'S** generally applicable rules and regulations as is reasonable for the purposes of this Affiliation Agreement.

D. Dress Code: Identification

The **SCHOOL** shall require the students to dress in accordance with such reasonable dress and personal appearance standards as required by the student handbook. The **SCHOOL** shall require students to wear and/or display such nametags or other identification as the **CLINICAL FACILITY** may require.

E. Student Screenings

The **SCHOOL** shall assume all responsibility for the screening of students who wish to participate in the clinical rotation to ensure that said students meet all educational requirements and that such persons pose no threat to the physical safety or psychological well-being of the **CLINICAL FACILITY** patients, and are otherwise appropriate for participation in such clinical rotations.

1. OSHA Blood Borne Pathogen Regulations

The **SCHOOL** shall ensure that, where appropriate, all faculty and students are trained in compliance with OSHA Blood-Borne Pathogen Regulations and that the students and faculty practice these standards.

2. TB Screening

The **SCHOOL** shall provide assurance as requested that all students have received a negative TB skin test or chest x-ray within the past year or documentation of follow up for a positive TB test.

3. Immunizations

The **SCHOOL** shall ensure that the student has obtained the following immunizations: Hepatitis B, TB, COVID, and Flu shot (during active flu season). The **SCHOOL** shall furnish the **CLINICAL FACILITY** evidence of each student's immunization status upon request.

#### 4. Background Checks

Students are required to have a criminal background check done prior to beginning the externship program. Background checks are done at the student's expense, and records will be available to the **CLINICAL FACILITY** upon request. A student may not participate in the clinical rotation if on the Office of Inspector General Exclusion List, the EPLS (GSA search) Exclusion List, the Department of Health and Senior Services Employee Disqualification List, or if they have a significant criminal history.

#### F. HIPAA Privacy Regulations

The **SCHOOL** shall ensure that students are trained in compliance with HIPAA Privacy Regulations. The **SCHOOL** shall maintain a Statement of Confidentiality, signed by each student. Copies shall be available upon request. The **SCHOOL** agrees students shall keep strictly confidential all confidential information of the **CLINICAL FACILITY** and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the **CLINICAL FACILITY**, except as required or permitted by law.

#### G. Performance of Services

If applicable, any faculty or professional staff provided by the **SCHOOL** shall be duly licensed, certified, or otherwise qualified to participate in the clinical rotation at the **CLINICAL FACILITY**. The **SCHOOL** and all students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of the **CLINICAL FACILITY** and any rules and regulations of the **SCHOOL** as may be in effect from time to time.

#### H. Insurance

The **SCHOOL** shall maintain commercial professional liability insurance coverage for the students to be effective at all times during the term of this Affiliation Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by the **SCHOOL** and the students hereunder. A certificate of insurance shall be provided to the **CLINICAL FACILITY** upon request. Such coverage shall have separate limits of at least one million (\$1,000,000) per claim or occurrence and three million (\$3,000,000) per year in the aggregate.

### III. Duties and Obligations of the **CLINICAL FACILITY**

- A. To make the clinical facilities available to the students as approved.
- B. To provide an opportunity for the faculty to meet with the **CLINICAL FACILITY** staff or the supervisor of the specified unit in order that the faculty can acquaint the staff with the "role" of the student.
- C. To provide time for the **CLINICAL FACILITY** staff to serve as resource persons for faculty planning of student experiences.
- D. To staff each of the areas where the students are assigned with appropriate **CLINICAL FACILITY** personnel.
- E. To retain the responsibility for patient care.

IV. Mutual Responsibilities Assumed by the **SCHOOL** and the **CLINICAL FACILITY**

- A. The **SCHOOL** and the **CLINICAL FACILITY** must each identify a point of contact to coordinate the placement of students within the **CLINICAL FACILITY**.
- B. To instruct students on the importance of respecting the confidential nature of all information this may come to them with regard to patients and the **CLINICAL FACILITY'S** records.
- C. That the student or faculty member is not considered an agent or employee of the **CLINICAL FACILITY**.
- D. The **CLINICAL FACILITY** may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior. The **CLINICAL FACILITY** may request the **SCHOOL** to withdraw or dismiss a student from the clinical rotation at the **CLINICAL FACILITY** when his or her clinical performance is unsatisfactory to the **CLINICAL FACILITY** or his or her behavior, in the **CLINICAL FACILITY'S** sole discretion, is disruptive or detrimental to the **CLINICAL FACILITY** and/or its patients. In such event, said student's participation in the clinical rotation shall immediately cease; however, only the **SCHOOL** has ultimate control or discretion over any grades given to the students.
- E. The **SCHOOL** and the **CLINICAL FACILITY** give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of color, race, gender, national origin, religion, veteran status, marital status, age, or disability.
- F. The **SCHOOL** and the **CLINICAL FACILITY** hereby agree to release, indemnify and hold harmless each other and all of the other's respective employees, agents, officers, and directors from any and all damages, claims, demands, actions, or suits of any kind or nature arising from this agreement.

7/22/2021

This Affiliation Agreement shall be effective, from the date of execution, effective \_\_\_\_\_, and shall continue in effect thereafter unless terminated at any time by mutual agreement to the **SCHOOL** and the **CLINICAL FACILITY** or by either party by giving sixty (60) days notice in writing. Those students already in the clinical affiliation will be allowed to complete their affiliation unless otherwise removed pursuant to paragraph C of Mutual Responsibilities Assumed by the **SCHOOL** and the **CLINICAL FACILITY**.

CLINICAL FACILITY

Tracy Roberts 7/22/2021  
 Signature Date

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 Signature Date

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 Signature Date

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 Signature Date

SCHOOL

Benny Melo 7/16/2021  
 Signature Date

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 Signature Date

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 Signature Date

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 Signature Date