

Affiliation Agreement

Aultman Alliance Community Hospital



**AULTMAN ALLIANCE COMMUNITY HOSPITAL
EDUCATION AFFILIATION AGREEMENT**

This Agreement is made this ____ day of _____, _____, by and between **Aultman Alliance Community Hospital** (hereinafter referred to as “**Hospital**”), 200 E. State Street, Alliance, OH 44601 and _____ (hereinafter referred to as “**Affiliate**”), _____ (address).

Recitals

Hospital and Affiliate wish to form a relationship to provide educational experiences for one or more students enrolled at Affiliate in a health or health-related program, as identified in Exhibit D (hereinafter “Students”), with the objective of producing competent graduates upon degree completion. Hospital is willing to allow Students access to its premises for such education in Hospital’s departments under the terms and conditions referred to herein. It is agreed by the aforesaid parties to be of mutual interest and advantage for those Students selected and approved to be provided quality educational experiences at Hospital.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

A. TERM AND TERMINATION

1. The initial term of this Agreement shall begin on the ____ day of _____, _____, and end on the ____ day of _____, _____, and will automatically renew for like terms unless otherwise terminated as provided herein.
2. This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days written notice to the other, provided that Students who are currently in a rotation at Hospital shall be allowed to complete that rotation without interruption. Nothing in this provision shall permit a Student to remain at Hospital in contravention of Section C(8).

B. OBLIGATIONS AND RIGHTS OF AFFILIATE

1. Affiliate represents that, at all times under the term of this Agreement, Affiliate shall maintain accreditation as an institution providing education to Students for the purpose of achieving licensure, certification, or professional degree in a recognized health care service or hospital administrative area under Ohio law or for the purpose of becoming qualified to provide health care services otherwise recognized under Ohio law. Affiliate agrees to immediately notify Hospital if at any point Affiliate’s accreditation status changes.



2. Prior to any rotation or time period for Students to be placed at Hospital, Affiliate will provide written requests to assign Students to Hospital. The number of Students assigned will be subject to the availability of Hospital's personnel for teaching and supervision and other resources as well as subject to the availability of Students. Affiliate shall ordinarily provide Hospital with the names of Students and dates of educational experiences at least thirty (30) days prior to Students' arrival.
3. Affiliate and Hospital shall not permit Students to participate in activities at Hospital unless Students are under the supervision of an instructor who is physically present on Hospital campus, unless both parties hereto agree in writing that, due to unique circumstances, such physical presence is not required for a course of instruction in question. Hospital and Affiliate shall mutually agree on the number of instructors needed for Students at Hospital.
4. Affiliate shall have the right to revoke any assignment prior to Students' entry into the educational rotation at Hospital or to withdraw Students from the assigned educational experience, when, in Affiliate's judgment, the educational experience no longer meets the needs of Students.
5. For each Student involved in an educational experience on Hospital premises, Affiliate shall maintain professional liability insurance or shall require each Student to maintain an individual professional liability policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate covering services provided pursuant to this Agreement. A Certificate of Insurance showing such coverage shall be provided to Hospital upon request. If employees of the Affiliate will be in Hospital with Students during the educational experience, Affiliate shall provide, upon request, evidence of professional liability insurance in the same amounts and Worker's Compensation insurance covering its employees.
6. Affiliate shall ensure that each on-site Affiliate employee and Student is aware that as a condition of placement, the Affiliate employee or Student must meet satisfactory health status as determined by the standards of the Ohio Department of Health, Communicable Disease Division, and the requirements of Hospital attached as Exhibit A, as amended from time to time, and that Affiliate employee or Student must submit evidence of such to Hospital upon request. Affiliate employee or Student will provide to Hospital a copy of Students' and/or Affiliate employee's documentation as listed in Exhibit A.
7. Affiliate shall ensure that each Affiliate employee and Student assigned to Hospital has knowledge that he/she will be accountable for payment of personal medical expenses as a result of illness or injury during the course of the educational experience.
8. Affiliate shall ensure that any Affiliate employee and all Students assigned to Hospital have undergone a criminal background check with results acceptable to Hospital in order to participate in an educational experience on Hospital premises.

A BCI&I completed within the twelve months before the Affiliate employee or Student arrives at the Hospital is sufficient, unless the Affiliate employee or Student has lived outside of Ohio in the last five (5) years in which case a FBI criminal background check (within twelve months from anticipated arrival) is also required.

9. Students assigned to Hospital shall have completed the appropriate academic prerequisites. Additionally, prior to both clinical and non-clinical experiences at Hospital, Students shall complete training as required by Exhibit B, as amended from time to time.
10. Affiliate shall apprise Students of the requirement to comply with all Hospital rules policies, and procedures of Hospital and of any department or service to which they are assigned while they are present on Hospital premises, and Students shall adhere to all rules, policies, and procedures of Hospital and of any department or service to which they are assigned.
11. Affiliate shall be responsible for obtaining each participating Student's signature on the Student Acknowledgment Form (Exhibit C, attached hereto and incorporated herein by reference). Affiliate shall provide one copy of the signed form to Hospital prior to each Student's beginning assignment at Hospital.
12. Affiliate shall inform Students that they shall receive no compensation or benefits of any nature directly from Hospital activities conducted pursuant to this Agreement.
13. Students shall handle all confidential information in a professional manner and in accordance with HIPAA. Under no circumstance will a Student discuss patient information with anyone other than the appropriate Hospital or Affiliate staff in a manner which would identify the patient. **Students shall not disclose any patient information, including but not limited to disclosures for educational purposes (e.g., reports regarding this educational experience) without receiving written permission from Hospital prior to the disclosure.** Such permission will not be granted if Hospital believes the disclosure violates any federal or state law, including but not limited to HIPAA. Affiliate must submit all student prepared course work related to experiences at Hospital upon request of Hospital.
14. Affiliate shall not be liable for the acts and omissions of Hospital's officers and employees engaged in the scope of their employment arising under this Agreement.
15. Affiliate employees on-site and Students shall wear, at all times when at Hospital, a proper identification badge issued by Hospital. Students shall present themselves professionally and meet the apparel and appearance standards of Hospital.
16. Student shall be responsible for costs associated with traveling to and from Hospital, meals while at Hospital and costs associated with program requirements, identification badge, and dress attire.

C. OBLIGATIONS AND RIGHTS OF HOSPITAL

1. So long as Affiliate and Students fulfill each of the obligations contained herein, Hospital shall permit approved Students to access its premises for the purposes of participating in this Agreement.
2. Hospital shall schedule adequate staff to provide the necessary level of care for its patients and shall not rely upon Student participation in determining staffing levels. Hospital has the right to cancel or deny any Student's participation in its entirety or on a per day basis based upon Hospital staffing availability.
3. To the extent possible, Hospital shall exert its best efforts to maximize the quality of the educational experience of all Students accepted into Hospital program. Hospital shall at all times retain the right to determine the nature of the activities engaged in by Students.
4. Hospital shall maintain ultimate responsibility and authority regarding patient care.
5. Hospital shall provide Students with access to first aid, emergency care, and medical assessment for illness, accidents, or incidents that occur on Hospital property and that require immediate attention. Students shall be responsible for the cost of any such care. Hospital agrees to notify Affiliate and, if appropriate, Student's parents, guardian, or next of kin, in case of an emergency medical situation.
6. Hospital will provide the physical facilities and learning opportunities necessary for the educational experience and will provide Affiliate with non-confidential facility information as required by Affiliate to maintain program accreditation.
7. Hospital will provide each Student with information regarding the online orientation packet prior to the Student's anticipated Hospital program start date. Student shall also receive basic hospital orientation prior to or on the first day Student begins assignment.
8. Hospital will inform Affiliate immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to Hospital. If Hospital, in its sole discretion, determines that the continued presence of any Student poses a threat to the welfare of any patient, employee or other person at Hospital, or is detrimental or disruptive to the performance of Hospital's activities, said Student's privileges of participating in this program at Hospital shall be immediately suspended, and Student shall be immediately removed from assignment at Hospital. Affiliate and Students acknowledge that such a decision is solely for Hospital and that a Student subject to this provision is not entitled to any due process rights prior to such decision.
9. Hospital shall maintain professional and general liability insurance in minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) for its employees, directors, or officers.

10. Hospital shall not be liable for the acts and omissions of Affiliate's officers and employees engaged in the scope of their employment arising under this Agreement.

D. MUTUAL OBLIGATIONS

1. Hospital and Affiliate agree to establish cooperatively the learning objectives for the educational experience, devise methods for their implementation, and evaluate the effectiveness of the educational experience.
2. When performing its obligations under this contract, the parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to students, based on any protected class under any applicable law.
3. Both parties shall maintain the confidentiality of Student records and performance as well as all patient information.
4. Both parties expressly acknowledge that Students are not employees of Hospital, and that Hospital is not the employer of any Student for the purposes of this Agreement.
5. This Agreement and any written modifications hereto contain the entire agreement between the parties and supersede all prior agreements whether written or oral. This Agreement may be modified in writing signed by both parties.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Stark County shall be the sole place of venue except for claims required to be brought in the Ohio Court of Claims.
7. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect. Provisions of this Agreement may only be waived by an express written statement specifically stating the intent to waive an identified right signed by the party making such waiver; no acts or omissions shall be construed to imply a waiver.
8. Hospital shall maintain in confidence student files and personal information and limit access to only those employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to School. For the purpose of this agreement, pursuant to FERPA, School hereby designates Hospital as a School official with a legitimate educational interest in the educational records of the students who participate in educational rotations at Hospital to the extent that access to the records is required by Hospital to carry out its responsibilities.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

Hospital

Affiliate

Aultman Alliance Community Hospital

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A

Aultman Alliance Community Hospital Requirements

Requirements prior to student assignment:

- PPD (Tuberculosis): proof of completed 2-Step and yearly thereafter if applicable. Example: If a student had a 2 Step in 2014, they would be required to submit documentation of the 2 Step, in addition to an annual 1-Step result for 2015 and 2016(Please note the annual TB is required to be within one year date of the previous TB)
- Criminal Background check
 - BCI&I conducted within twelve (12) months from Hospital program start date
 - For Affiliate employees and Students who have lived outside of the State of Ohio at any time in the past five (5) years, an FBI background check is also required.

Exhibit B

Aultman Alliance Community Hospital Required

Training & Documentation

- ACH Safety quiz with completed and submitted prior to assignment
- Organization Policies and information to be read, and signed as necessary, prior to assignment at Hospital
- New Student orientation checklist: to be completed by Hospital departments and returned by the end of the first day.

Exhibit C

Student Printed Name: _____ **Date:** _____

Affiliate Name: _____

STUDENT ACKNOWLEDGMENT

I, the Student, do hereby acknowledge that I have read and understand the following statements. I agree to abide by and be bound by the following statements in return for Aultman Alliance Community Hospital allowing me to participate in an educational experience on its premises.

1. I will conduct my educational activities at Aultman Alliance Community Hospital (“Hospital”) only under the supervision of a Hospital employee, medical staff member, or affiliated faculty member.
2. I will comply with all Hospital rules, regulations, policies and procedures.
3. I understand that Hospital retains the right to remove any student at any time in its sole discretion and that I will receive no due process rights prior to such decision by Hospital.
4. I acknowledge that I am not an employee of Hospital and that I will receive no compensation or benefits for participation at Hospital.
5. I understand that I am responsible for the cost of any medical care that I receive from Hospital for any reason, and the costs of travel, meal expenses, identification badge and dress attire.
6. I understand that I may be required to attend and/or complete orientation programs, including but not limited to, confidentiality, fire, safety and area specific requirements. When required, I will attend such orientations prior to beginning assignment at Hospital.
7. I understand that all patient information, protected health information (PHI), medical records, and all Hospital business, employment and financial information is confidential. I acknowledge my responsibility and liability regarding the confidential nature of all information that I have access to at Hospital by virtue of my participation in this program. I understand my responsibilities with respect to patient information.
8. I will protect all confidential information and will not disclose any confidential information unless permitted by Hospital or Hospital policies.
9. Any educational work product (e.g., reports) pertaining to my experience at Hospital will not contain confidential information. Upon Hospital’s request, I will submit a copy of any educational work product to Hospital for review prior to publication or disclosure.

Signature

Date

Term of Educational Experience: _____ to _____

Exhibit D

Aultman Alliance Community Hospital

Health and Health-Related Programs

Program	Department
Business, Marketing, Human Resources, Finance, etc.	Professional Services
Cardiovascular	Cardiovascular Services
Dietetics and Nutrition	Nutritional Services
Emergency Medical Services	Emergency Services
Health Information Management	Medical Records
Healthcare Administration	Professional Services
Laboratory Phlebotomy	Laboratory
Mammography	Women's Wellness
Medical Assisting	Medical Foundation
Medical Laboratory Technology	Laboratory
Medical Sonography	Imaging
Nuclear Medicine	Imaging
Nurse Practitioner	Administration
Nursing: LPN, RN, STNA	Educational Services
Pharmacy: PharmD and Technology	Pharmacy
Phlebotomy	Medical Foundation
Physician and Advanced Medicine	Administration
Physician Assistant	Administration
Podiatry	Administration
Polysomnography	Imaging
Radiography	Imaging
Respiratory Care: Technology and Therapy	Respiratory Care
Social Work	Central Sterile
Surgical Assistant	Surgical Services
Surgical Technology	Surgical Services
Therapy: Physical, Occupational, Speech Pathology	Therapy Services