

THE CLEVELAND CLINIC FOUNDATION
AFFILIATION AGREEMENT FOR EDUCATIONAL PROGRAM

This Affiliation Agreement for Educational Program (“Agreement”) is effective as of _____ (“Effective Date”), by and between The Cleveland Clinic Foundation, an Ohio nonprofit corporation, on behalf of its Cleveland Clinic’s R.B. Turnbull, Jr., M.D. WOC Nursing Education Program (“Sponsoring Organization”) with its principal place of business at 9500 Euclid Avenue, Cleveland, OH 44195, and [name of Affiliating site], a [state of incorporation] corporation, with its principal place of business at [address] (“Affiliating Site”).

RECITALS

WHEREAS, Sponsoring Organization operates a medical clinic and hospital, together with associated laboratory and research facilities dedicated to better care of the sick, further study of their problems and more teaching of those who serve. In furtherance of this mission, Sponsoring Organization offers an accredited didactic and clinical educational program in Wound, Ostomy and Continence (“WOC”) Nursing Education (the “Program”) and, as part of Program’s formal course of study, Sponsoring Organization requires students enrolled in the Program (the “Student(s)”) to participate in a clinical learning experience (the “Clinical Experience”);

WHEREAS, Affiliating Site is an organization that participates in the clinical education of students and desires to make certain personnel, staff and facilities available to Students for a Clinical Experience at Affiliating Site, and Sponsoring Organization desires to have its Students obtain a supervised Clinical Experience at Affiliating Site; and

WHEREAS, the parties have agreed to cooperate in providing Students with a Clinical Experience at Affiliating Site that meets mutually developed and acceptable purposes and goals.

NOW THEREFORE, in consideration of terms and conditions set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sponsoring Organization’s Responsibilities:

- a. Maintain an accredited status granted by the Wound, Ostomy, Continence Nurses Society™ for its Program.
- b. Retain full responsibility for the planning, implementation, and execution of the Program, including programming, administration, accreditation, curriculum, content, grading and requirements for matriculation, promotion, and graduation.
- c. Designate an individual to serve as a coordinator for each Student’s Clinical Experience (“Placement Coordinator”). Placement Coordinator shall be the liaison between the Sponsoring Organization and Affiliating Site to coordinate and assist, as necessary, in the planning and provision of an effective Clinical Experience for Students.
- d. Provide to Affiliating Site, prior to the start of each Clinical Experience, information requested by the Affiliating Site which may include: (i) the Student’s name, (ii) the type and description of the Clinical Experience, (iii) Program curriculum and skill sheets, (iv) number of clinical hours required, (v) date range of Clinical Experience, (vi) Sponsoring Organization’s preceptor manual, (vii) name of and contact information for Placement Coordinator, and (viii) any other information requested by Affiliating Site pertaining to the proposed Clinical Experience.

e. Refer to Affiliating Site only those Students who (i) meet all qualifications for the Clinical Experience, (ii) have completed health and safety requirements necessary for their participation in the Clinical Experience, and (iii) are in good standing with Sponsoring Organization.

f. Notify all Students that as a condition of their participation in the Clinical Experience at Affiliating Site, Students must comply with Affiliating Site's health and safety requirements relevant to Student's Clinical Experience, including, without limitation, the requirements set forth below. If requested by Affiliating Site, Sponsoring Organization shall provide a written and/or electronic attestation confirming that each Student has met the following health and safety requirements and any other clinical placement prerequisites required by Affiliating Site:

1. maintain professional liability insurance coverage in limits of not less than one million dollars (\$1,000,000) per occurrence and six million dollars (\$6,000,000) general aggregate.
2. maintain a policy of health insurance providing basic medical, surgical and hospitalization benefits and provide evidence of such insurance prior to commencing the Clinical Experience at Affiliating Site.
3. maintain an active Basic Life Support ("BLS") certification through the American Heart Association.
4. provide a signed health assessment from a medical professional who has physically examined Student stating that the Student is free from communicable diseases and has no physical limitations or restrictions to participate in the didactics or Clinical Experience at Affiliating Site.
5. confirm via a completed Health Assessment Form or provide documentation to evidence compliance with Affiliating Site's immunization requirements, which include: (i) negative TB test (2-step Mantoux or QuantiFERON TB Gold test) or chest X-ray (if prior positive results); (ii) immunizations or titers **within the last ten (10) years** for measles (Rubeola), German measles (Rubella), chicken pox (Varicella), Tdap (Tetanus, Diphtheria, Pertussis) booster; (iii) Hepatitis B vaccine/immunity (or if vaccine is declined, Student must provide a signed waiver assuming the risk of exposure); (iv) legible copy of CDC government COVID-19 Vaccination Record Card evidencing proof of **all required COVID-19 vaccine doses**, and (v) flu vaccine for current year if the Clinical Experience takes place between October 1 and March 31.

g. Inform Students that: (i) Students who fail to comply with the health and safety requirements of this section or any of Affiliating Sites' Clinical Experience prerequisites will not be eligible for placement at Affiliating Site. Affiliating Site retains the right to remove any Student who does not meet or maintain the requirements set forth herein; any exceptions must be approved in writing by Affiliating Site before a Student's Clinical Experience commences; (ii) Students are not considered employees, trainees or agents of Affiliating Site for any purpose and they shall not be entitled to any salary or employment-based benefits; and (iii) Students must abide by the applicable administrative and clinical policies, procedures, practices, standards, rules and regulations of Affiliating Site.

- h. Provide all Students instruction on universal precautions for the purpose of reducing risk of exposure to body fluids and airborne pathogens, antibody or antigen testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Safety and Health Administration (“OSHA”).
- i. Agree that Affiliating Site may summarily terminate any Student’s participation in any and all activities at Affiliating Site relating to the Clinical Experience as a result of lack of competence, or conduct or behavior which is considered by Affiliating Site, in its sole discretion, to be detrimental or hazardous to patient care.
- j. Inform each Student of his/her responsibility to maintain the confidentiality of all patient records and data and obtain appropriate authorization prior to any disclosure of such records and data.
- k. Inform Students that they may be required, at their sole cost and expense, to undergo a background check that complies with the requirements of Affiliating Site. Affiliating Site shall have the final decision as to a Student’s clinical eligibility based on results of the background check.

2. Affiliating Site’s Responsibilities:

- a. Accept Students from Sponsoring Organization for the purpose of receiving supervised Clinical Experience at its facilities. Affiliating Site will provide an opportunity for a planned, supervised, program of learning in cooperation with the Sponsoring Organization.
- b. For each placement, designate an individual to serve as a liaison between Affiliating Site and Sponsoring Organization to coordinate Students’ Clinical Experience.
- c. Provide or arrange for its staff to provide supervision of the educational activities of each Student as is reasonable and appropriate to the circumstances and to such Student’s level of training. While on placement at Affiliating Site, Students are not to provide any patient care or service apart from its educational value and unless under the direct supervision of a staff member designated by Affiliating Site. The parties agree that Affiliating Site and its employees and agents have independent discretion to make professional judgment relating to the delivery of health care services and that Sponsoring Organization shall neither have nor exercise control or direct the manner in which Affiliating Site and its employees and/or agents deliver health care services to its patients. The designated staff preceptor (as defined herein) shall be responsible for communicating and working with Sponsoring Organization regarding the Student’s Clinical Experience, including, but not limited to:
 - 1. Organizing, and administering the learning experiences for the Students throughout the Clinical Experience.
 - 2. Ensuring that Students are not be used in lieu of professional or nonprofessional staff.
 - 3. Designating a competent member of Affiliating Site staff whose responsibility it will be to supervise the Students at Affiliating Site (the “Preceptor”). Affiliating Site shall assist the Sponsoring Organization in the assessment of the learning and

performance of Students by completing assessment or evaluation forms provided by Sponsoring Organization.

4. Providing Students with an orientation to Affiliating Site's facilities, rules, regulations, policies and procedures relevant to such Student's Clinical Experience, including information regarding safety and emergency precautions and procedures.

5. Provide patient privacy and confidentiality training to Students during orientation that satisfies the requirements of Affiliating Site as well as all applicable Federal and state laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations. Solely for the purpose of defining the role of Students in relation to the use and disclosure of Affiliating Site's protected health information, such Students are defined as members of Affiliating Site's workforce when engaged in educational activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of Affiliating Site.

6. Permitting Students to use existing library or education support facilities and lunch facilities at Affiliating Site.

7. Providing Students with the same emergency medical care or minor medical treatment as that extended to employees of Affiliating Site in case of injury or illness on duty. Students who develop an illness or are involved in an accident during a Clinical Experience must notify both Affiliating Site and Sponsoring Organization. Students shall bear the cost of all emergency services rendered, including follow-up care and/or hospitalization. Charges will be billed under Student's health insurance coverage but Student shall be responsible for any charges that are not covered by insurance.

8. Evaluating the performance of Students in a timely manner at specified intervals and at the conclusion of the Clinical Experience in a form acceptable to Sponsoring Organization.

9. Promptly informing the Placement Coordinator of any changes in its personnel, operations or policies which may impact Students.

d. Affiliating Site, at its sole cost and expense, shall obtain and maintain a program of insurance to cover the activities of its employees under this Agreement as follows:

1. Professional liability insurance coverage limits of not less than \$1,000,000 per occurrence/claim and \$3,000,000 annual aggregate; and

2. General liability insurance coverage limits of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate.

e. To the extent Affiliating Site generates or maintains educational records related to a Student, Affiliating Site agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), and shall limit access to only those employees or agents with a need to know and a legitimate educational interest in the educational records of such Students.

3. Term and Termination.

This Agreement is effective as of the ____ day of _____, 20__ and unless earlier terminated as set forth below, will continue for ____ (____) years until the ____ day of _____, 20___. Either

party may terminate this Agreement upon ninety (90) days' prior written notice to the other party; provided, however, that subject to Sections 1(g), 1(i), 5(c) and 5(d), the parties will use their best efforts to ensure that any Students then participating in a Clinical Experience are able to complete the placement pursuant to the terms and conditions of this Agreement.

4. Compensation.

No payments or remuneration shall be made between the parties hereto or by either party to any Student in connection with this Agreement. Neither party shall not be responsible for any of Student's personal expenses such as transportation, housing, meals, medical care, tuition or incidentals or any costs or expenses incurred by Student to meet Affiliating Site's health and safety requirements.

5. Miscellaneous.

a. Non-Discrimination. When carrying out this Agreement, each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, gender identity, disability, veteran or military status, or any other protected class.

b. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or publicity without the specific prior written consent of an authorized representative of the other party as to each such use.

c. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

d. Compliance with Federal Programs. Each party hereby represents and warrants the following:

1. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable). Each party shall have the right to automatically terminate this Agreement in the event that the other party is Debarred. Accordingly, each party shall provide the other with immediate notice if it (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, or (ii) becomes Debarred. Upon receipt of such notice by either party, this Agreement shall automatically terminate without further action or notice;
2. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by the party to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and

Human Services - Office of Inspector General List of Excluded Individuals / Entities (LEIE) (<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>), which internet site may be revised from time to time by the U.S. government.

3. That it will act in compliance with all laws and regulations (including without limitation, Medicare and Medicaid program requirements as applicable) which relate to their performance of this Agreement. Further, each party agrees to timely notify the other party in the event that it has identified or suspects potential violations associated with its performance under this Agreement, and the nature of such potential violation, to enable the other party to take prompt corrective action. Each party shall have the right to automatically terminate this Agreement in the event that the other fails to comply with this provision.
 4. That it acknowledges that as a government contractor, parties are subject to various federal laws, executive orders, and regulations, which may also be applicable. These regulations may require that the parties take affirmative action to comply with such laws, executive orders and regulations, including, but not limited to, federal anti-discrimination laws. Accordingly, to the extent applicable, the parties shall abide by the requirements of such federal laws, executive orders, and regulations, which may be updated, amended, replaced, or revoked from time to time. To the extent applicable, parties (i) incorporates by reference all applicable government contractor requirements and Federal Acquisition Regulation (FAR) clauses applicable to the services being performed under this Agreement, or otherwise required by law, rule, executive order, or regulation; and (ii) hereby makes all applicable certifications required by any such government contracts related to the services or otherwise required by law, rule, executive order, or regulation.
- e. Tax-Exempt Status. The parties recognize that Sponsoring Organization is a non-profit, tax-exempt organization and agree that this contract will take into account and be consistent with Sponsoring Organization's tax-exempt status. If any part of all of this Agreement is determined to jeopardize the overall tax-exempt status of Sponsoring Organization and/or any of its exempt affiliates, then Sponsoring Organization shall have the right to terminate this Agreement immediately.
- f. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
- g. Waiver. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.
- h. Assignment. Neither party may assign this Agreement nor any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.
- i. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the receiving party.

If to Affiliating Site:

If to Sponsoring Organization: The Cleveland Clinic Foundation
WOC Nursing Education Program

Attn: Teresa Warnke, WOC Admissions & Business
Office Coordinator
Email: WOCschool@ccf.org
With a copy to: The Cleveland Clinic Foundation
3050 Science Park Drive, AC321
Beachwood, OH 44122
Attn: Law Department

j. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

k. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.

l. Entire Agreement. This Agreement shall constitute the entire agreement and understanding between Sponsoring Organization and Affiliating Site as to the subject matter hereof and supersedes all other prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to its subject matter. This Agreement may subsequently be modified only by a written document executed by the parties.

m. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one (1) and the same instrument. The parties agree that a copy delivered and signed by email or facsimile shall have the same force and effect as an original document.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

The Cleveland Clinic Foundation

[Affiliating Site’s full legal name]

Approved by:

By: _____

By: _____

Name: Miguel Regueiro, MD

Name: _____

Title: Chairman, Digestive Disease & Surgical Institute

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: Kelly Jaszarowski, MSN, RN, CNS, APN, CWOCN

Name: _____

Title: Program Director, WOC Nursing Education

Title: _____

Date: _____

Date: _____