

## EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (“Agreement”) is entered into as of the 12<sup>th</sup> day of February, 2018 by and between St. Peter's Health Partners and St. Peter's Health Partners Medical Associates, P.C., a corporation organized and existing under the laws of the State of New York, with a principal office located at 315 S. Manning Boulevard, Albany, NY 12208 (hereinafter referred to together as "The Agency" (“The Agency”) and Averill Park Central School District (“Institution”) with a principal office located at 146 Gettle Road, ST1 Averill Park, NY 12018. For purposes of the Agreement, The Agency and Institution shall each be referred to as a “party” and collectively as the “parties.”

WHEREAS, St. Peter's Health Partners is the parent corporation of a not-for-profit health care system that includes facilities and agencies licensed to provide health care under New York State law; and

WHEREAS, St. Peter's Health Partners Medical Associates, P.C., is a professional corporation organized to provide medical services through physicians and other professional health care providers licensed to provide health care under New York State law;

WHEREAS, Institution seeks to offer clinical education experience to its enrolled high school students;

WHEREAS, The Agency recognizes the importance in aiding the educational development of health care professionals and persons seeking to become health care professionals and is willing to make its premises available for such purposes;

WHEREAS, the parties wish to enter into an agreement that sets forth the terms and conditions of engaging in a program for clinical education (the “Program”) at The Agency for students enrolled at Institution.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

### I. INSTITUTION DUTIES

- A. Clinical Experience. Institution shall, in consultation with The Agency’s designated representatives, plan and administer the academic aspects of the Program in compliance with the requirements of all applicable laws, regulations, rules, and licensing or accrediting agencies. Institution shall modify the Program as necessary to accommodate The Agency’s requirements. This experience will include, but not be limited to, the Agency providing job shadowing and observation of job duties by students as performed by assigned job mentors of the Agency.
- B. Student Records.
  1. Institution Duties and Responsibilities. Institution acknowledges that it is an “educational agency or institution” subject to the requirements of the

Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g). The parties agree that (a) Institution has direct control over student records for the purposes of FERPA and (b) since The Agency is not an “educational agency or institution” and does not receive any funds from the United States Secretary of Education, Institution is the party responsible for FERPA compliance. The parties further agree and acknowledge that (a) The Agency may have need to have reasonable access to student records for legitimate educational interests and (b) The Agency may create and/or maintain records (such as for example immunization records or records relating to the students’ clinical instruction) that may become part of the students’ education records. As part of its responsibilities under FERPA, Institution shall be responsible for all recordkeeping relating to (a) any required documentation of The Agency’s access to a student’s records and/or (b) Institution’s disclosure of personally identifiable information from a student’s education records to The Agency or to other third parties without the eligible student’s written consent.

2. Institution Acknowledgment and Notification. Institution acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students, which, among other matters, informs each eligible student that he/she, has the right to:

- a. Inspect and review his/her education record;
- b. Seek amendment of his/her education record that the eligible student believes to be inaccurate, misleading, or otherwise a violation of the student’s privacy rights; and
- c. Consent in writing to disclosures of personally identifiable information contained in his/her education record, except to the extent FERPA authorizes disclosure without such written consent.

C. Student Names and Other Required Information. Institution shall provide the names of students who will participate in the Program as soon as possible after registration for each semester, along with other required health clearance and background documentation, but in no event later than one week before the beginning of the Program at The Agency.

D. Supervision. Institution shall supervise all students in accordance with pertinent laws and regulations. All student observations and/or clinical experiences shall be subject to the approval of The Agency. The Institution agrees that all faculty who offer or provide services under this Article will be fully qualified to do so. It agrees to provide documentation of such qualification upon request from The Agency.

- E. Training. Institution shall provide adequate preclinical instruction to each student in accordance with standards mutually agreeable to Institution and The Agency and shall present for clinical experience at The Agency only those students who have satisfactorily completed the preclinical instructional program. Furthermore, Institution shall screen the students for training, background, and experience and shall recommend for placement in the Program only those students who meet the requirements for participation mutually established by Institution and The Agency.
- F. Background Check. Institution does not perform a criminal background check on the student(s) and therefore, shall have no evidence of such to provide to The Agency specifically for the student(s) who will have direct contact with patients. If the student has any prior convictions or current charges for any state or federal offenses, other than minor traffic violations, and the Institution is aware of such, the Institution shall notify The Agency's Director of Training and Development prior to, or during, placement at The Agency facility. However, any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, as determined by The Agency, will preclude a student from participating in the Program. The Agency will consider other situations on a case-by-case basis, taking into account risks to patients, employees, and The Agency
- G. Policies. Institution shall instruct all of its students assigned to The Agency with regard to, and shall monitor and assure compliance with, all rules, regulations, standards, bylaws, and policies and procedures of The Agency and its affiliates, including, but not limited to, those relating to (a) the confidentiality of patient and The Agency records and information and (b) the responsibility and authority of the medical, nursing, and administrative staff of The Agency over patient admissions and discharges, care and The Agency administration; and (c) bloodborne pathogen Exposure Control Plan and related policies. Institution shall instruct all of its students that The Agency identification badges must be worn at all times students are in The Agency facilities and with The Agency's patients/caregivers and staff.
- H. OSHA Training. Institution shall document the appropriate training of its employees and students concerning applicable Occupational Safety and Health Administration ("OSHA") requirements, including, without limitation, blood borne pathogens. Institution shall make such documentation available for The Agency's review upon request.
- I. HIPAA Training. Institution shall document the appropriate training of its employees and students concerning applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and all implementing regulations.

J. Health Certification of Students. Institution shall ensure that each student provides The Agency with the following prior to the start of any clinical rotation at The Agency, as may be provided by the Institution or from or with the consent of the parent of the student involved:

1. Tuberculin skin test (must be completed not more than one year prior to start date). Two-step testing to detect "boosting" is required for anyone whose baseline PPD is negative. Annual PPD (Mantoux) testing is required annually thereafter. A Quantiferon Gold (QG) test may be substituted for PPD testing. The test must be within 30 days of beginning the clinical rotation and repeated annually to remain current. Two step testing is not required when using QG; however, if changing to PPD testing from QG testing, a two step PPD is required. Those excluded from skin testing due to prior positive reaction or past disease must be evaluated for active disease. Symptom Assessment for TB infection and/or disease must be repeated annually by a health care provider. If born before January 1, 1957, documentation of measles, mumps, and rubella ("MMR") titers showing immunity. If non-immune, two MMR vaccinations.
2. If born after January 1, 1957, documentation of two MMR vaccinations. If immunity cannot be demonstrated and measles or rubella vaccine has been deemed detrimental to the student's health, a medical exemption documenting the nature and duration of the exemption must be provided in writing by a licensed physician, physician's assistant or nurse practitioner for The Agency's prior approval.
3. Attestation of having had the chicken pox or varicella titer as showing immunity.
4. Evidence of cardiopulmonary resuscitation ("CPR") certification and/or skills.
5. Evidence that student has received the Hepatitis B vaccination (or written refusal of Hepatitis B vaccination signed by student that expressly holds The Agency harmless for any Hepatitis B exposure or infection that may result from student's clinical experience at The Agency), proof of immunity to Hepatitis B, and/or such other immunization and health-related testing as may be required by the [State regulatory authority] or OSHA for each student assigned to The Agency, as these requirements may change from time to time. For purposes of this Agreement, student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one vaccine injection and is in the process of completing the required three injection vaccination series.
7. Evidence that student has received the seasonal flu vaccination (between the months of October 31<sup>st</sup> and April 1st) in accordance with The

Agency's policy. If influenza immunization is declined, a procedural mask must be worn in patient care areas during high flu prevalence as announced by the NYS Commissioner of Health.

8. Have had a baseline physical examination, and annually thereafter, a health assessment or physical exam.
9. The Institution will maintain these records for a minimum of 7 years and will provide to The Agency at least one week prior to the student's start date and upon request.

[Include any other health screenings required by applicable state law.]

- K. Notification. Institution shall notify the appropriate The Agency department at least thirty (30) days prior to the date Institution desires to establish a clinical experience for its students for mutual agreement with The Agency. Such notice shall include Institution's overall plan for the use of The Agency's facilities, including the objectives, approximate number of students for each term or semester, dates, times, and levels of each student's academic preparedness.
- L. Clinical Experience Participation Agreement. Prior to any student's participation in the Program, Institution shall provide The Agency with a Clinical Experience Participation Agreement, attached as Exhibit A, executed by the student and the student's parent.
- M. Control Over Academic Aspects. Institution shall have complete control over all academic aspects of the Program, including, but not limited to, admissions, discharges, care and treatment, administration, faculty appointments, program design, grading, examinations, evaluations, and discipline.

## **II. THE AGENCY DUTIES**

- A. The Agency Use. The Agency shall provide for the reasonable and appropriate use of its facilities by students enrolled in Institution or otherwise provided by Institution.
- B. Clinical Site. The Agency shall offer clinical experiences through which Institution's students may maintain and/or acquire skills.
- C. Control Over Direct Patient Care. The Agency shall plan and administer all aspects of patient care at The Agency and shall have complete control over the admission, discharge, care and treatment of patients under the Program. The Agency has the sole right to determine the patients with whom students work. The Agency shall provide qualified supervision of all patient care activities involving Institution's students, and all student interaction with patients shall occur under the supervision of qualified The Agency personnel.

- D. Faculty Patient Contact. No faculty member of Institution shall have any direct contact with The Agency patients unless he or she receives advance written permission from The Agency and meets all health requirements outlined in section 2.J. above.
- E. Services. During clinical education experiences under the Program, students shall be permitted to participate in professional services at The Agency facilities under the supervision of the appropriate professional staff of The Agency and Institution. The scope of students' participation will be determined by the applicable The Agency policies, to the extent permitted by law, and at discretion of The Agency staff. The appropriate Agency and Institution staff members will coordinate the specific location and time frame for each student's clinical education placement.
- F. Temporary Removal. In the event of an emergency, or when required in other situations, The Agency personnel shall have the right to temporarily relieve or remove a student from a specific assignment or require that such student leave an area or department.
- G. Termination of Student Participation . At The Agency's sole discretion, The Agency may terminate the participation of any student in any clinical education experience governed by this Agreement if The Agency determines that student failed to observe applicable policies, procedures, rules, or regulations of The Agency or the instruction of The Agency supervisors, or has in any other manner compromised an acceptable standard of patient care. Said removal shall not be subject to any substantive or procedural rules governing student rights. The Agency shall provide written notice to Institution of any such termination of student participation in the Program, and Institution shall immediately comply with such notice.
- H. Non-discrimination. No student shall, on the grounds of race, color, gender, creed, religion, age, national origin, or any other protected status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a student is qualified, The Agency shall not discriminate against any student because of physical or mental handicap. The Agency agrees to treat qualified handicapped students without discrimination based upon their physical or mental handicap in all clinical activities associated with this Agreement and to afford such students reasonable accommodations at the expense of Institution.
- I. Non-teaching Patients: No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Agency staff from designating any patient as a non-teaching patient.
- J. Right of Refusal. No provision of this Agreement shall prevent The Agency from refusing to accept any student who has previously been discharged for cause as an

employee of The Agency, who has been removed from or relieved of responsibilities for cause by The Agency, or who would not be eligible to be employed by The Agency. The Agency shall notify Institution in writing of its refusal to accept a student and the basis for the refusal; Institution shall not thereafter submit such student for clinical experience at The Agency.

K. Student Records.

1. The Agency's Duties and Responsibilities. Pursuant to Institution's FERPA policy, The Agency is a service provider that performs under contract with the Institution. Accordingly, The Agency is designated as a school official for the purposes of FERPA. Institution agrees that the Agency officials (Director of Training and/or Director of Nursing Education) have a legitimate educational interest in having access to students' education records; that The Agency officials and employees are performing services or functions for which Institution would otherwise use employees; that for the purposes of FERPA, The Agency officials are under the direction of Institution with respect to the use and maintenance of student records; and that The Agency is subject to FERPA requirements with respect to redisclosure of personally identifiable information, specifically the requirement in 34 C.F.R. § 99.33 that The Agency will not disclose personally identifiable information from a student record without the prior written consent of the eligible student, unless the disclosure meets one of the exceptions recognized by FERPA.

**III. MUTUAL DUTIES**

- A. Student Assignment. Institution and The Agency shall mutually agree upon assignment of a pre-determined number of students to The Agency. The Institution will strive to submit a request for clinical experience at The Agency at least one (1) month prior to the first date when it proposes such placement to take place.
- B. Evaluation: The Agency and Institution will mutually arrange for the evaluation of progress and effectiveness of clinical instruction through meetings and other mutually agreed upon means.

**IV. RELATIONSHIP OF THE PARTIES**

- A. Legal Status. It is understood and agreed that the students are enrolled in a professional education program offered by Institution. Institution's students shall not be deemed or considered to be employees of The Agency for any purposes, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, and social security. At no time shall students replace or substitute any employee of The Agency. This provision shall not be deemed to prohibit the

employment of any such student by The Agency under a separate employment agreement.

- B. Independent Contractor. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of educational affiliation. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

## V. TERM AND TERMINATION

- A. Term and Extension Period. This Agreement shall commence on February 12, 2018 (“Effective Date”) and shall remain in effect for a period of one year expiring on February 12, 2019 (the “Term”), unless sooner terminated or extended as provided herein. Thereafter, the Term shall automatically renew and continue for successive one-year periods unless and until either Party notifies the other of its intention not to renew the Agreement, consistent with the terms in Section V.
- B. Termination by Either Party. During either the Term or Extension Period of the Agreement, either party may terminate the Agreement with or without cause upon thirty (30) days advance written notice to the other party.
- C. Legal Opinion. If The Agency obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal, improper, or resulting in fines, penalties, exclusion from the Medicare or Medicaid programs, loss of tax-exempt status, or its ability to obtain tax-exempt financing, The Agency may terminate this Agreement by providing written notice, including a copy of such opinion, to Institution. Within ten (10) days of such notice, the parties shall meet to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their initial meeting, this Agreement shall automatically terminate.
- D. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of the facility or department, etc., or any other cause beyond the reasonable control of the party, such non-performing party shall be excused from the performance by the other party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay, or stoppage. Notwithstanding this provision, either party may terminate this Agreement immediately upon written notice to the other party if such events continue for more than thirty (30) days.

## VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. Confidential or Proprietary Information. During the Term and any Extension Period of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, Institution and/or students shall hold all data and information, in any form, that is confidential or proprietary to The Agency used or encountered during the Term or any Extension Period of this Agreement (“Proprietary Information”) in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of The Agency, unless required by law. In the event that Institution and/or a student is required (whether by statute, regulation, law, or order of a court of competent jurisdiction) to disclose any Proprietary Information, Institution and/or the student shall provide The Agency with prompt written notice of any such requirement to permit The Agency the opportunity to seek a protective order or other appropriate remedy.
- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients, and information included in the patient’s medical records shall be confidential and shall not be disclosed by students other than for use in direct patient care unless authorized in writing by The Agency or as may be required by law. Without limiting the foregoing, Institution agrees to comply with all applicable federal and state confidentiality laws including, without limitation, HIPAA, as amended, and its related regulations
- C. Records. The Agency shall have custody and control of all medical records and charts in patient files. Neither Institution nor any student may remove or copy such records except with written permission of The Agency.
- D. Studies and Research. Institution and students shall submit all reports, projects, theses, and publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement to The Agency for review and approval prior to release. Approval by The Agency shall not be unreasonably withheld.

## VII. INDEMNIFICATION AND INSURANCE

- A. Institution Indemnification. Institution agrees to indemnify, defend, and hold The Agency and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the actions or omissions of Institution, its faculty, or its students in connection with the performance of their duties and obligations under this Agreement.

- B. The Agency Indemnification. The Agency agrees to indemnify, defend, and hold Institution and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the actions or omissions of The Agency and its directors, officers or employees in connection with the performance of their duties and obligations under this Agreement.
- C. Methods of Indemnification. In the event of an indemnification, the indemnified party shall have the option of either (a) providing its own defense for which the indemnifying party shall promptly pay the indemnified party its reasonable cost and expenses or (b) tendering the defense to the indemnifying party, which shall assume it.
- D. Notification. Each party shall notify the other as soon as practicable, in no event later than ten (10) days of receipt of any lawsuits, claims, or notices of intent to file a lawsuit based in any manner on services rendered or performed under this Agreement.
- E. General Liability Insurance. Institution shall not assign any students or instructors to The Agency facilities until the Institution can demonstrate general liability insurance coverage with policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- F. Excess or Umbrella liability Insurance. Institution shall not assign any students or instructors to The Agency facilities until the Institution can demonstrate Excess/Umbrella Liability insurance coverage with policy limits Five Million (\$5,000,000) in the aggregate above the Commercial General Liability and Professional Liability limits above.
- G. Extended Reporting Period Insurance ("Tail Policy"). In the event that the general liability insurance coverages required under this Agreement are provided under a "claims-made" form, Institution shall maintain such insurance coverage(s) for a period of not less than three (3) years following the last date on which any person covered by such insurance(s) participated in the Program. If Institution obtains a separate "tail policy" to provide such continuing coverage, the "tail policy" shall have the same limits as the primary professional or general liability policy.
- H. Student Health Insurance. Institution shall ensure that each student participating in the Program has health insurance to cover emergency health care for illnesses or injuries resulting from the student's field experience in the Program. The student remains responsible for providing payment or adequate health insurance coverage for such emergency care and any subsequent care.

- I. Proof of Insurance. Attached to this Agreement as Exhibit B is a copy of Institution's certificates of insurance required under this Section. Institution shall provide The Agency with updated certificates of insurance annually, and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to The Agency.

## VIII. MISCELLANEOUS

- A. Governing Law. The laws of the State where the services are to be performed govern this Agreement.
- B. Venue. Venue shall be proper only in the jurisdiction where the Services were performed or delivered.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by both of the parties.
- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement shall be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed by written agreement of the parties to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, or with a nationally-recognized courier to The Agency or Institution at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

The Agency: Director of Training

Address: 310 S. Manning Blvd., Albany, NY, 12208

Contact: Denise Ringer

Institution: Averill Park Central School District

Address: 146 Gettle Road, ST1 Averill Park, NY 12018

Contact: James Franchini, Superintendent

- I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third party beneficiaries.
- J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.
- K. Entire Agreement. This Agreement, including all exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements, and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.
- L. Assignment. This Agreement may not be assigned, except by The Agency to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- M. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of the page is left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**St. Peter's Health Partners**

Signature: \_\_\_\_\_  
Name: Tom Roberts  
Title: SPHP CFO  
Date: \_\_\_\_\_

**St. Peter's Health Partners Medical Associates**

Signature: \_\_\_\_\_  
Name: Pamela Williams  
Title: CEO  
Date: \_\_\_\_\_

**Averill Park Central School District**

Signature: \_\_\_\_\_  
Name: James Franchini  
Title: Superintendent of Schools  
Date: \_\_\_\_\_

## EXHIBIT A

### CLINICAL EXPERIENCE PARTICIPATION AGREEMENT

I, \_\_\_\_\_ (“Student”), in consideration of participating in the clinical education program (the “Program”) provided by \_\_\_\_\_ (“The Agency”) and during my participation in the Program, hereby agree to the following:

1. I will comply with all applicable standards of care, policies, procedures, rules, and regulations of The Agency, and the instructions of The Agency supervisors, including, but not limited to, those governing patient confidentiality. I will further observe conservative and professionally-appropriate modes of dress, behavior, and grooming at all times.
2. I will participate in clinical education and training opportunities in accordance with the instructions of The Agency supervisors.
3. I will submit proof of a negative status of Tuberculosis confirmed by either TB test or CXR and an immunization record. I understand that if I refuse any immunizations or health-related testing, I may be terminated from the Program. In the event, however, that I refuse the Hepatitis B vaccination, I will not be terminated from the Program if I promptly sign a written waiver expressly holding The Agency harmless for any Hepatitis B exposure or infection that might result from clinical experience at The Agency.
4. I understand and acknowledge that The Agency has the right to take certain actions, including, but not limited to, the right to suspend or terminate me from, or limit my participation in, the Program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, or regulations of The Agency or the instructions of The Agency supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming, and behavior. I hereby voluntarily release The Agency and their employees, agents, and medical staff from any and all liability based on such actions.
5. I acknowledge that the clinical experience I will receive at The Agency shall be received as a student of \_\_\_\_\_ (the “Institution”) as a part of my professional training, and not as an employee of The Agency. I understand that as a participant in the Program, I shall not be entitled to compensation or employee benefits from The Agency, nor shall I be considered an employee of The Agency for purposes of unemployment compensation, minimum wage laws, workers’ compensation, income tax withholding, Social Security, or any other purpose.
6. I understand and acknowledge that Institution shall have complete control over all academic aspects of the Program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, and

evaluations. I hereby voluntarily release The Agency and their employees, agents, and medical staff from any and all liability based on such actions.

7. I understand that I am required to have health insurance sufficient to cover emergency health care for illnesses or injuries resulting from my educational experience in the Program at The Agency. I also understand it is my responsibility to provide payment or adequate health insurance coverage for such emergency care and any subsequent care as well as payment of any co-payments or deductibles.
8. I understand that if I am injured or become ill as a result of my experience at The Agency and if a recommendation is made that I go to the emergency department for an evaluation, I am under no obligation to do so. However, if I elect not to go to the emergency department for an evaluation, The Agency may, in its sole discretion, require that I leave The Agency's premises and not return unless or until I am cleared by a health care provider for either the injury or illness that resulted in the recommendation in the first instance.
9. I understand The Agency may release directory information about me (e.g., name, address, email, and phone number) without my prior written consent unless I have notified the Agency that I do not consent to the release of such information.
10. I have read this Clinical Experience Participation Agreement carefully and have had sufficient opportunity to ask questions and have it explained to me before signing it.

\_\_\_\_\_  
Student's Signature

Date: \_\_\_\_\_

# EXHIBIT B

## INSTITUTION CERTIFICATES OF INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  INSURANCE BROKER NAME ADDRESS	CONTACT NAME: ABC Ins Group (Rep) PHONE: _____ FAX: _____ (A/C, No. Ext) (A/C, No.) E-MAIL: InsuranceWorld.net ADDRESS: _____  INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins Co 25895 INSURER B: Wayward Ins. Co. 24171 INSURER C: White Associates INSURER D: INSURER E: INSURER F:
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**COVERAGES** CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		123145892	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB   <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$		X01472222	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PL1454114	12/31/2015	12/31/2016	OCCURRENCE \$1,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE - THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY

<b>CERTIFICATE HOLDER</b>  Trinity Health 20555 Victor Parkway Livonia, MI 48152	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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