

- (V) Continuing oral and written communication with Hospital regarding Student performance and evaluation, absences, and assignments of Students, and other pertinent information;
- (VI) Supervision and responsibility for Students and their performance at Hospital;
- (VII) Participation with the Students, in Hospital's Quality Assurance and related programs, standards, and requirements;
- (VIII) Performance of such other duties as may from time to time be established by agreement between School and Hospital.
- (IX) Submission to Hospital of acceptable documentation attesting to competency of each instructor.

All Students, faculty, employees, agents, and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department and be in good standing with the Hospital. .

(b) **Student Requirements:** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B. Hospital shall maintain all original signed exhibits. School shall provide all original signed exhibits to Hospital's Program Coordinator or Hospital's Department Manager prior to the Program Participant's entering into the Program.

(c) Insurance:

- (I) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- (II) If School shall have purchased and carried claims-made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (I) above, School shall purchase an extended reporting endorsement or tail professional liability/malpractice insurance coverage to the same extent and amount as the claims made coverage.
- (III) For insurance required under clauses (I) and (II) of this paragraph, Hospital shall be named as an additional insured.
- (IV) With respect to this paragraph, required coverage shall provide **primary, first dollar insurance** for the acts of the school, its officers, employees, agents and Students **without regard to other insurance which Hospital may have and without regard to Baptist Hospital's self insured retention.**

(V) School shall at its own expense, carry, maintain and provide workers' compensation insurance and unemployment insurance for any and all personnel assigned to Hospital.

(VI) For all insurance required by this paragraph, School shall assure that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance the insurance carrier shall be reasonably acceptable to Hospital. After each annual or other periodic renewal of insurance coverages required hereunder, School shall provide Hospital with a current certificate or similar evidence documenting that such coverages are in place. School shall provide to Hospital, certificates and policies of insurance evidencing the above coverage and renewals thereof prior to Hospital's acceptance of any Students, faculty, employees, agents, or representatives of School participating in the Program at Hospital.

(d) **Health of Participants:**

(I) School shall confirm that the Program Participants are free of communicable diseases (i.e. T.B. skin test and up-to-date vaccines) prior to participating in the Program, to include proof of Measles, Mumps & Rubella, and Hepatitis B vaccination or immunity. TB Test requirements will be in accordance with our Employee Health policy. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

(II) In case of illness or injury while participating in the Program at Hospital, School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care, treatment, and/or transportation therefor if necessary. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

(e) **Dress Code; Breaks:** School shall require the Program Participants to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

a. **School badge – all Program Participants are required to display their school identification badge/card in accordance with the Hospital's badge policy - upper torso, approximately 4 inches below the top of the shoulder, at all times while in a training status at any of the Hospital's facilities.**

(f) **General Standards:** All faculty provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Hospital. School shall have a

specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws; The Joint Commission f/k/a Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards and guidelines; the standards and guidelines of all applicable accrediting bodies; the bylaws, rules, regulations, and policies of Hospital; and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital Students who have completed sufficient classroom and other course work to allow Students meaningful participation in a clinical experience and so that the Students can participate in the Program without disruption to patient care or any other Hospital operations.

- (g) **School Status:** School represents and warrants to Hospital that the School and Program Participants providing services hereunder:(I) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (II) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (III) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section, shall give Hospital the right to immediately terminate this Agreement for cause.
- (h) **Background Checks/10 Panel Urine Drug Screen:** School represents that each Program Participant will have undergone a 10 Panel Urine Drug Screen and a background check prior to participating in Hospital clinical programs. The background check will include, at a minimum, the following:
- (I) Social Security number verification;
 - (II) Multi-county, statewide felony/misdemeanor criminal record search for all cities/states for the last seven years;
 - (III) National criminal database search, federal database search, and sexual offender database search;
 - (IV) HHS/OIG list of excluded individuals/entities - GSA list of parties excluded from federal programs;

Should the background check or 10 Panel Drug Screen disclose any adverse information or screening results as to any Program Participant, School shall immediately notify those specified in the Notice provisions herein, and remove said Program Participant from the Hospital rotation.

(i) Requirements for Participation: In order for Program Participants to enter and remain in the Program, School shall provide to Hospital documentation for each Program Participant as follows:

- (I)** Exhibits A and B as specified in subsection (1)(b);
- (II)** Current proof of insurance as specified in subsection (1)(c);
- (III)** Confirmation that Program Participant is free of communicable diseases as specified in subsection (1)(d); and
- (IV)** Confirmation that Program Participant has met Background Check and Drug Screen criteria as specified in subsection (1)(h), and that there are no adverse results therefrom.
- (V)** Terms & conditions, diversity, smoking and drug use policies

Failure of School to maintain and provide Hospital with all requirements specified herein shall result in denial or removal of potential and/or current Program Participants.

2. Responsibilities of Hospital

- (a) Hospital shall accept the Students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Students who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.