

# COOPERATIVE AGREEMENT OF AFFILIATION

Between

**John Knox Village**

And

**Herndon Career Center**

THIS AGREEMENT is made and entered into by and between the HERNDON CAREER CENTER, hereinafter referred to as "School" and John Knox Village Care hereinafter referred to as "Facility".

WHEREAS the facility desires to cooperate with the School in providing clinical education for the School's students, and

WHEREAS the School desires to cooperate with the facility in accordance with the provisions hereinafter set out,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and benefits to said parties, it is hereby agreed as follows:

## I. ADMINISTRATION

- A. John Knox Village shall have complete authority and control over administration and health services and activities. John Knox Village shall provide resources, including facilities, opportunities for learning, and staff time for planning with the School in accordance with the provisions of the agreement.
- B. John Knox Village agrees to provide opportunities for clinical experiences in accordance with the facility's reasonable capability, keeping in mind appropriate educational needs.
- C. The units on which students are placed for clinical experiences shall have qualified health service personnel in adequate numbers to implement the basic education program as stated in the objectives agreed upon between John Knox Village and the School.
- D. Students shall be permitted to observe, assist, and perform profession-appropriate tasks that have been completed in the classroom portion of the program.
- E. Facility may immediately remove, from the premises, any student who poses an immediate threat or danger to residents/patients and personnel or to the quality of medical services or for unprofessional behavior. Facility may request School withdraw or dismiss a student when his or her clinical performance is unsatisfactory, or behavior is disruptive or detrimental to the Facility and/or its residents/patients. In such event, such student's participation will immediately cease.
- F. Day-to-day administrative matters shall be discussed at conferences between the Primary Manager of the Facility and the Instructor of the School, or their designee.
- G. School shall be responsible for assuring that participating students and faculty be subject to the Facility's applicable rules and regulations as is reasonable for the purposes of this Agreement.
- H. School shall compel students to dress in accordance with the Facility's dress code

and requirements.

- I. School will provide Facility with proper identification of each participating Student and faculty member (as appropriate) and shall require students to wear and/or display nametags or other identification as the Facility may reasonably require.
- J. School shall ensure that, when appropriate, students are trained in compliance with OSHA Blood-Borne Pathogen Regulations.
- K. School will ensure that students undergo all appropriate student screenings including any state and federally required criminal background checks prior to beginning training at the facility.
- L. HIPAA and Other Regulations: School shall require students to obtain training in compliance with confidentiality of protected health information under the Health Insurance Portability and Accountability Act of 1996. For purposes of HIPAA, School and Facility acknowledge that students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations, and as such, no business associate agreement is required. School shall perform and require all students to 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 regulatory bodies, rules and regulations of the Facility and any regulations of the School, as may be in effect from time to time.

## II. EXPENSES

- A. All expenses, including meals, uniforms, medical expenses, and transportation costs, are the responsibility of the student.
- B. Students must report to the charge nurse or nursing supervisor or other appropriate supervisor any breakage or damage to the Facility property or waste of supplies.
- C. Students will receive no salary or stipends relating or incidental to their education experiences.

## III. ACCIDENTS, ILLNESS, AND INSURANCE

- A. The School will maintain current applicable liability insurance. Upon request, the School will provide the Facility with a copy of the policy. The minimum coverage shall be no less than \$1,000,000 per occurrence and \$3,000,000 per year in the aggregate.
- B. The School will provide documentation of applicable student credentials, Tuberculosis skin testing results, required vaccinations or waivers, Hepatitis B immunization dates or declination and documentation of instruction regarding safety practices in a health care facility and infection control measures including Standard Precautions.
- C. The student shall be responsible for any expenses incurred as a result, of any illness or injury contracted or suffered by the student while participating in this clinical experience.
- D. The student shall be responsible for any and all liability, irrespective of the cause that might arise directly or indirectly relative to the program covered under the

Agreement.

**IV. WITHDRAWAL**

- A. The Facility may request the removal of any student from its facility, who, in its opinion, is not acting in the best interest of resident care.

**V. INDEMNIFICATION**

- A. The School shall indemnify and hold harmless Facility and its directors, employees, physicians, and representatives from and against all claims, demands, losses, liability, damage, or expense including attorneys and fees arising out of any acts, omission or circumstances of students, employees, or representatives. The Facility shall indemnify and hold harmless the school, the director, employees, students, and representatives from and against all claims, demands, losses, liability, damage, or expense including attorneys and fees arising out of any acts, omission or circumstances of the Facility's directors, employees, or representatives.

**VI. NONDISCRIMINATION**

- A. Neither the Facility nor the School will discriminate against any employee, applicant, or student regarding employment, registration, or training under this agreement because of race, color, creed, sex, age, or national origin.

**VII. GENERAL POLICIES**

- A. Policies of any administrative nature with reference to this program shall be adhered to as designated by the Facility.

**VIII. TERM**

- A. This Agreement shall begin on August 12, 2022, and shall continue for a period of one (1) year unless terminated sooner as provided herein. At the end of the initial term, the parties may renew this Agreement in writing.
- B. If either party wishes to terminate this Agreement, written notification to the other party is required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**Herndon Career Center**

**John Knox Village**

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Signature

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Signature

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Title

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