

CLINICAL TRAINING AGREEMENT



THIS AGREEMENT is made and entered into by and between [redacted] South Tama Community School District__ and Iowa Valley Community College District (hereinafter referred to as the “College”) for and on behalf of its Marshalltown Community College, Ellsworth Community College and Iowa Valley Business and Community Solutions and its students and the health care service providers which could include hospitals, long term care or assisted living facilities, emergency service providers, medical clinics, urgent care clinics, (hereinafter referred to as the “Agency”). “Clinical Training” is a broad term used to describe training of students in the health care agency. The term of this agreement shall be for 3 years from 08/15/2025 unless terminated by either party with or without cause with thirty (30) days prior written notice to the other party. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period. “Students” are people enrolled in the educational health care programs sponsored and/or offered by Iowa Valley Community College District for and on behalf of Marshalltown Community College, Ellsworth Community College, and Iowa Valley Business and Community Solutions.

RECITALS:

The College, through Marshalltown Community College, Ellsworth Community College, and Iowa Valley Business and Community Solutions, offers to students, programs in health careers which include clinical training, preceptorship, and/or observational experiences as a part of the following educational programs:

- Emergency Medical Services (EMT and AEMT)
- Dental Assisting
- Medication Aide
- Medical Assisting
- Nurse Aide Phase I
- Nurse Aide Phase II
- Nursing-Associate Degree and Practical Nursing Programs
- Pharmacy Technician
- Phlebotomy Technician
- Rehab/Restorative Aide

The Agency operates within its physical plant clinical areas suitable for providing appropriate learning experiences for students under the tutelage of qualified Agency employees and/or under the supervision of College instructors and is willing to cooperate with the College in pursuing the education and training of students participating in the College’s Health Career programs.

The purpose of this Agreement is to establish and promote a cooperative relationship between the College and the Agency providing areas for student learning, and to set forth the responsibilities of the parties in carrying out the mutual objective of providing clinical experience and instruction for health occupations students enrolled in the College’s Health Career Programs.

A. Responsibilities of the College and its Students.

The College agrees as follows:

1. All students will have been provided instructional experience specific to their health careers, and will have acquired an acceptable degree of proficiency in all required basic procedures before being placed in the Agency for clinical experience.
2. All students will have been provided instruction in personal and vocational relationships which include appearance and grooming, health principles, courtesy and etiquette, interpersonal relationships, confidentiality, and ethical and legal responsibilities.
3. The College will provide the Agency with a list of the clinical and preceptorship hours required, the names of the students, and the dates for these assignments. Should any changes occur, the College shall notify the Agency as soon as possible.
4. Students will be expected to report and remain at designated times determined by the coordinator of the College's program and the Agency.
5. The college staff will develop goals and objectives for the clinical experience and communicate those goals and objectives to the Agency.
6. Student assignments are made with no discrimination on the basis of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical disability, age, veteran status, gender identity, or sexual orientation.
 - Health Career Core Competencies specific to program must be met before a student will be placed in a clinical experience.
7. Students will receive their instruction and guidance under Agency personnel during preceptorship and observational assignments.
8. College instructors may be responsible for overseeing students during the clinical experience within the Agency. Any questions or concerns regarding the clinical experience, instructors, and/or students, shall be referred to the Agency's or College's coordinator at the time of occurrence.
9. Students shall report to the Agency's Supervisor and/or Team Leader, any change in a patient's condition and any accidents and/or errors. Whenever the student leaves the unit or when going off duty, the student shall provide a summary of assignments completed and report patient's conditions.
10. All College students and faculty shall comply with the rules, policies and regulations of the Agency. The Agency agrees students are to remain subject to the authority, policies and regulations imposed by the College. During periods of clinical assignment, and while on Agency's premises, students will also be subject to all standards, rules, regulations, administrative practices and policies of the Agency.
11. The College and/or Agency Staff will be responsible for an overall evaluation made for each student in terms of their knowledge, performance, and skills.
12. The student is responsible for travel expenses to and from the Agency. All health requirements and associated expenses are the student's responsibility.
13. Students and College staff shall not be deemed to be employees of the Agency for any purpose, including but not limited to, compensation or fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, or for any other purpose, because of their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the Agency under a separate employment agreement.

14. The College will promptly remove from the clinical site any student that the Agency requests be removed because of unsatisfactory performance, whose characteristics prevent desirable relationships within the Agency or whose health status is hazardous to the Agency's patients or personnel or is detrimental to the student's successful completion of the clinical experience.
15. The College shall provide all Students with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
16. The College agrees to abide by the policies of the Agency concerning health requirements.

B. Responsibilities of the Agency.

The Agency agrees as follows:

1. Personnel of the Agency will recognize the student as a participant in an educational program and will be willing to cooperate in providing learning experiences for the student.
2. Students shall be given sufficient understanding of the patient's conditions when assignments are made in order to safeguard the patients of the Agency. The Agency agrees to provide supervised access of health care records, related materials and equipment necessary for the student to complete the clinical experience. The Agency agrees to supply the student with training for electronic health records and reporting forms essential to the completion of the assignments in the clinical experience.
3. The Agency shall have the right to discontinue the training of any student on its premises, and shall refer the student to the College authorities for further disposition.
4. The Agency remains responsible for the quality of care provided to patients and any related duties remain that of the Agency.
5. The Agency will make available emergency medical care to a student in the event of an injury or illness suffered by the student during the clinical experience at the Agency's facility. The cost of any emergency care shall be the responsibility of the student.
6. Classrooms in the Agency, when available, may be used as needed for student instruction in the programs. All materials and supplies required for teaching are the responsibility of the College. A conference room shall be available when feasible for instructor-student use.
7. The Agency will assume no responsibility for lost or damaged personal property of the students or college faculty/staff.
8. The Agency will not discriminate against any students, employees or applicants for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical disability, age or sexual orientation. The Agency will take affirmative action to ensure that applicants and employees are treated without regard to such characteristics. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to the above-mentioned characteristics. The Agency will comply

with all applicable state and federal laws, rules and regulations addressing equal opportunity, discrimination and affirmative action.

C. Joint Responsibilities

1. Any individually identifiable health information disclosed to the College or its students by or through the Agency will be treated by the College as confidential information, in accordance with the Agency's confidentiality policies and procedures and as required by the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder, without any requirement that such individually identifiable health information be specifically identified as confidential.
2. Clinical experiences shall be conducted at such times and in the manner determined by the College in cooperation with the Agency in order to best meet the learning objectives of students and of the program. The clinical experience schedule will be determined through joint discussion between the College and the Agency.
3. Students shall notify the Agency in the event illness or emergency prevents the student from reporting to the Agency as scheduled.
4. Each party, College and Agency, shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice) covering their respective employees and agents. Each of the College and Agency's professional liability insurance shall provide for coverage of Students providing services at the Agency pursuant to this Agreement. If the actions taken or omissions by Students leading to a claim of professional liability are taken at the direction of the Agency, College's coverage shall be primary. Such coverage may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage.
5. Each party, College, and Agency agrees to indemnify and hold the other harmless (including its officers, employees and agents collectively), to the full extent permitted by Chapter 669 of the Code of Iowa, from and against all fines, claims, demands, suits, damages and causes of action (including reasonable costs and attorney's fees) arising from or incident to the negligent or willful acts or omissions of College or Health Care Provider, its employees, or agents arising out of the operation and terms of this Agreement.
6. In performing its respective obligations under this Agreement and the activities contemplated hereby, each Party and its respective officers, directors, employees, agents, subcontractors and independent contractors will comply fully with all applicable federal and state laws, rules and regulations. In the event of a change in applicable federal and state statutes, case law, regulations or general instructions, the interpretation of any of the foregoing or the adoption of new federal or state legislations, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform its services under this Agreement, or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with such changes or adopted law, regulation or policy in a manner which approximates, as closely as possible, the position of the Parties prior to the change.
7. Each party, College and Agency, hereto recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of such other party ("**Confidential Information**"), Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy

or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, Students, costs or treatment methods which is not otherwise available to the public.

8. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. The parties hereby acknowledge that the services being provided to the Agency by the COLLEGE pursuant to this Agreement are not intended to create a "Business Associate" relationship as that term is defined in 45 CFR § 160.103. Students shall be considered part of the Agency workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees or agents of Agency.
9. No party hereto shall have the right to bind the other, to transact any business in another party's name, or to make any promises or representations on behalf of any other party. The parties expressly agree that the nature of their relationship is that of independent contractors, and not that of employers and employee, partners, joint ventures, or any other relationship. In no event shall any party be liable for the debts or obligations of any other party hereto.
10. The agreement and the Addendums shall be subject to and governed by the laws of the State of Iowa.
11. The Agreement and the Addendums hereto constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreement of the parties with respect to the subject matter hereof.
12. No change or modification of this Agreement or Addendum shall be valid unless the same be in writing and signed by each of the parties to be bound. No waiver of any provision of this agreement or Addendum shall be valid unless in writing and signed by the person or party to be charged.
13. If any portion(s) of this Agreement or Addendum shall be, for any reason, invalid or unenforceable, the remaining portion(s) shall nevertheless be valid and enforceable and carried into effect unless to do so would clearly violate the present legal intentions of the parties hereto. The parties mutually agree that this agreement shall be reviewed every three years following the date of execution. This agreement may be amended and new terms may be added upon the mutual agreement of either party, or every three years with a six-month notice to either party. It is agreed that no termination, amendment, addition or modification to this agreement or the program curriculum will be done so as to affect the orderly progress to the Health Occupations education being provided by College and Agency to students of the College.

D. Responsibility of the Student

Training Requirements

1. Completion of mandatory abuse training.
2. Completion of bloodborne pathogen Training.
3. Completion of HIPAA training.
4. BLS Certified (with the exception of Medication Aide, Nurse Aide I, Phlebotomy Technician, Rehab/Restorative Aide)

Health Requirements

1. If born before January 1, 1957:
 - No immunization record is required for Rubella or Measles (Rubeola).
 - If there is no evidence of physician diagnosed mumps or evidence of laboratory immunity, vaccination with one MMR is strongly recommended.
2. If born January 1, 1957 or after:
 - Measles (Rubeola)- 2 vaccination dates required documentation of past disease or a positive serology.
 - Mumps- 2 vaccinations dates required or a positive serology.
 - Rubella- 1 vaccination date required, documentation of past disease or a positive serology.
3. Tetanus- 1 one-time dose of Tdap vaccine or a tetanus/diphtheria booster is recommended every 10 years.
4. Chickenpox- 2 doses of Varicella vaccine is recommended for those who do not have a history of Chickenpox or a positive Varicella screen.
5. Hepatitis B vaccine series.
6. Influenza Vaccination series.
7. Co-Vid 19 Vaccine information is collected by the college. Although the college does not require the vaccine, many of our clinical partners do. Students are informed of this and must provide documentation of either a vaccine or waiver.

Equity Statement

It is the policy of Iowa Valley Community College District that no individual will be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by the District on the basis of actual or potential parental, family, or marital status; age; color; creed; gender identity; national origin; physical or mental disability; race; religion; sex; or sexual orientation as required by Iowa Code §§ 216.6 and 216.9, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C §§ 1681–1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and Title II of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq).

The College shall maintain records showing that students have received the required vaccines. The student is responsible for the cost of the vaccine.

The terms, conditions, and provisions of this Agreement are hereby agreed to and approved by:

Iowa Valley Community College District

Authorized Name, College

Authorized Name, Agency

By _____ By _____

Authorized Signature, College

Authorized Signature, Agency

Dr. Anne Howsare Boyens, President
Print Name and Title

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