

Clinical Affiliation Agreement

Greenwood Village South ("Facility") & Central Nine Career Center ("School")

Effective Date: 10/07/2025

1. Purpose

This Agreement establishes the terms and conditions under which students enrolled in the Certified Nursing Assistant (CNA) Program at Central Nine Career Center may obtain clinical training experience at Greenwood Village South.

2. Responsibilities of the School

Central Nine Career Center agrees to:

- a. Select and assign qualified students enrolled in the CNA program to participate in clinical training at Greenwood Village South.
- b. Provide documentation verifying each student's enrollment, immunizations, TB testing, background checks, and other required health clearances.
- c. Assign a qualified instructor who meets Indiana State Department of Health standards to supervise students during all clinical activities.
- d. Ensure compliance with all applicable laws and regulations, including HIPAA, OSHA, and infection control requirements.
- e. Provide orientation to students regarding expectations, professional behavior, and facility requirements prior to clinical rotations.
- f. Maintain a professional liability insurance policy with a minimum of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, naming the facility as an additional insured and covering students and instructors participating in the program and provide proof of such coverage upon request.

3. Responsibilities of the Facility

Greenwood Village South agrees to:

- a. Permit student participation in resident care activities under instructor supervision, consistent with the CNA program curriculum.
- b. Provide a safe learning environment and access to appropriate clinical areas for the educational experience.
- c. Designate a Facility liaison, such as the Director of Nursing or designee, to coordinate with the School and instructor.
- d. Orient students and instructors to Facility policies, resident rights, infection control, and safety procedures, including the equipment operation limitations for students under 18 years of age.
- e. Retain full responsibility for the care of all residents; students shall not replace Facility staff or perform unsupervised care.

f. Provide emergency care for illness or injury occurring during clinical hours, with costs billed to the student's personal insurance.

4. Supervision and Conduct

- a. Students will perform only those tasks authorized by their instructor and permitted under the CNA scope of practice.
- b. The instructor will remain on-site and immediately available to supervise all student activities.
- c. Both parties acknowledge that students are not employees of Greenwood Village South and are not entitled to wages, benefits, or workers' compensation from the Facility.

5. Compliance and Confidentiality

- a. All parties shall comply with HIPAA and maintain confidentiality of resident information.
- b. Students and instructors will sign confidentiality statements as required by the Facility.
- c. Violation of confidentiality or professional conduct standards may result in removal from the clinical site.
- d. Both parties shall maintain the confidentiality of student records and performance in compliance with applicable state and federal laws, accreditation standards, and Facility's and School's policies. Further, the parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except School. Facility will abide by the provisions of FERPA with respect to any request for student information by any party except School.

6. Indemnification

Each party, as the indemnifying party, shall indemnify and hold the other party, its affiliates, and its and their respective officers, directors, employees, members, partners, and agents (each, an "Indemnified Party") harmless from and against all actions, claims, demands, and liabilities and against all loss, damage, costs, and expenses including reasonable attorneys' fees and court costs, asserted by a third party and arising directly or indirectly out of the indemnifying party's (i) tortious conduct, including an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the party, its employees, subcontractors, or agents in connection with such party's obligations under this Agreement; (ii) a violation of applicable law; (iii) breach of this Agreement; or (iv) breach of an agreement with a third party, provided any such obligation shall be reduced to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of an Indemnified Party. This section shall survive termination of the Agreement.

7. Term and Termination

- a. This Agreement shall remain in effect for one (1) year from the effective date and will automatically renew annually unless terminated by either party with 30 days' written notice. Either party may also terminate this Agreement immediately for cause, including failure to comply with applicable standards, laws, or policies.

8. Signatures

For Greenwood Village South (Facility):

Name: _____

Title: _____

Date: _____

For Central Nine Career Center (School):

Name: _____

Title: _____

Date: _____