

**Program Agreement**  
**between**  
**NORTHEAST IOWA COMMUNITY COLLEGE**  
**and**  
**NEW HAMPTON SCHOOL DISTRICT**  
**710 West Main**  
**New Hampton, IA 50659**

THIS AGREEMENT entered into by and between NORTHEAST IOWA COMMUNITY COLLEGE (the "College"), and NEW HAMPTON SCHOOL DISTRICT (the "Facility").

1. **The Programs.** This Agreement covers those Programs listed below which are indicated by a check mark:

X     Nursing

Respiratory Care

Radiologic Technology

Emergency Medical Technician

Paramedic

Certified Nursing Aide

Health Information Technology

Dental Assisting

Medical Assistant

Early Childhood Education

Phlebotomy

Pharmacy Technician

Health Support Specialist

Sonography

Computed Tomography

Science Lab Technician

IV Therapy

MRI

Office Technician/Medical Program

Medical Lab Technician

Transcription/Coding Specialist

2. **Purpose of Agreement.** The College offers the Program(s) listed above to its students. The students are in need of clinical experience in order to satisfactorily complete the Program. The College and the Facility have agreed to cooperate in providing unpaid clinical experience to the students on the terms and conditions set forth in this Agreement.
3. **Term of Agreement.** This Agreement shall commence on the 1st day of April, 2020. This Agreement shall continue from year to year unless modified or terminated by either party giving the other 90 days advance written notice.
4. **College Responsibilities.**
  - A. The College will plan, implement and administer the Program(s) in cooperation with the Facility.
  - B. The College shall coordinate any necessary visits, consultations, conferences, and planning sessions with the Facility, and shall arrange clinical instruction schedules in consultation with the Facility.
  - C. The College will provide the Facility with (i) the purpose and goals of each Program (ii) the names and proficiency levels of the student (iii) a schedule of the times that the students will be at the Facility and the type of instruction needed and (iv) identity of the College faculty member responsible for each Program and the students supervision.
  - D. The College faculty member supervising the students shall obtain and maintain for the duration of their involvement with each Program any license, registration, or certification required by law or regulation.
  - E. The faculty members and students participating in each Program shall have been informed and will abide by the infection control policies of the facility. The College will maintain immunization files for each faculty member and student.
  - F. The faculty members and students shall be informed by the College of the importance and requirements for maintaining confidentiality of medical records and of patients at the Facility. The College shall provide HIPAA and Bloodborne Pathogen training to its faculty members and student prior to participating in each Program or validate completion of training from an approved agency.

G. The College agrees that upon written notice to the College the Facility may refuse to accept or may terminate from participation in each Program any student whose work, conduct, or health or other cause may have a detrimental effect on the patients or personnel of the Facility.

H. The College will assure that criminal history and adult and child abuse registry checks of students enrolled in each Program will be completed and the College shall furnish the Facility with the information made available to the College by the appropriate government agencies. The Facility may conduct its own background checks.

I. The College, its students and faculty shall observe and comply with the rules and regulations of the Facility.

J. The College shall be responsible for its own negligent or tortious acts or those of its faculty or students during their participation in each Program and the College shall indemnify and save harmless the Facility, its employees and agents from loss, damage, expenses, attorney's fees and costs on the count of the death, personal injury, and property damage to any persons caused by the negligent or tortious acts of the faculty or students during participation in each Program.

K. The College shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its faculty and students while participating in the Program. The College also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for the faculty and students while participating in the Program. The College will provide the Facility with a certificate of insurance upon request.

L. The College shall require students to obtain and maintain, at the student's sole cost and expense, health insurance coverage (or a suitable alternative) for the duration of their Program. The College shall require students to acknowledge responsibility for all medical costs and expenses related to an illness, accident, or incident while participating in the Program.

M. The College will supervise its students during the clinical experiences pursuant to this Agreement, unless otherwise agreed to in writing by the parties. The College will provide faculty and/or a clinical preceptor to effectively implement the clinical experiences under this Agreement.

5. **Facility Responsibilities.**

A. The Facility and its clinical instructors and supervisors shall participate in good faith in any consultations, conferences, and planning sessions that are organized by the College with regard to each Program.

B. The Facility shall provide space for the College students and faculty to conduct on-site conferences. The College may record these

conferences via any medium it chooses, subject to any good-faith concerns on the part of the Facility as to patient privacy or other matters.

C. The Facility shall provide the College students and faculty with a thorough orientation of the Facility.

D. The Facility's instructors and supervisors shall maintain communication with the College as to the performance and progression of the students and shall provide the College with a written evaluation of each student group at the completion of the clinical rotation and at any other intervals requested by the College. The Facility shall complete and promptly return to the College specific evaluation forms provided by the College.

E. The responsibility for patient care and/or other facility health management functions is retained by the Facility. The Facility shall not rely on the students for patient care and services, and students cannot be substituted for paid employees. However, students may be permitted to perform procedures when subject to careful supervision. The Facility shall provide any supplies required for patient care.

F. The Facility shall provide the College with current written copies of its policies, guidelines, and similar documents, and shall provide updated copies of the same in the event of any change thereto.

G. The Facility is responsible for informing the managers of each department and unit of the Facility as to the Program and the student schedules.

H. The Facility shall be responsible for its own negligent or tortious acts of its employees and the Facility shall indemnify and save harmless the College, its employees and agents from loss, damage, expenses, attorney's fees and costs on account of the death, personal injury or property damage to any person because of the negligent or tortious acts of the Facility or its employees.

I. The Facility shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its employees while participating in the Program. The Facility also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for its employees while participating in the Program. The Facility will provide the College with a certificate of insurance upon request.

**6. Joint Responsibilities.**

A. The College will select the instructors employed by the College. The College and the Facility shall participate in the selection and approval of Facility/College preceptors/supervisors. Both parties agree that the instructors and supervisors will function within guidelines agreed upon by both parties.

B. The College and the Facility shall cooperate in the development of student schedules and shall maintain communication as to the curriculum and instruction of each Program so as to provide the students with a thorough clinical experience.

C. The maximum number of students assigned to the Facility at any one time during a Program shall be established by mutual agreement.

D. The College and Facility shall each be responsible for their own adherence to federal, state and local non-discrimination laws. The College and the Facility agree that each will not discriminate against the faculty, students or employees who participate in the program.

E. The College faculty and Facility personnel shall cooperate in the assignment of students to learning experiences with objectives communicated verbally to Facility staff.

F. Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with the operation of the Program(s), the party receiving notice shall provide timely notice of them to the other party and shall fully cooperate in the investigation of the claim or suit.

G. Notwithstanding any provisions in this Agreement to the contrary, no party shall have any liability for failure of performance resulting, or arising out of Acts of God, government authority, natural disaster or any other causes, beyond the party's control.

7. **General Terms.**

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be governed by the laws of the State of Iowa.
- C. The parties acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

8. **Financial Consideration.** The College and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College or the Facility to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Northeast Iowa Community College

By: 

Position: Vice-President/President

Date: March 30, 2020

The Facility

By: \_\_\_\_\_

Position: \_\_\_\_\_

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

