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**TRAINING AFFILIATION AGREEMENT**  
**Between**  
**OREGON HEALTH & SCIENCE UNIVERSITY**  
**And**  
**YAMHILL COUNTY PUBLIC HEALTH**

This Training Affiliation Agreement is entered into as of the date of last signature below (“Effective Date”) by and between Oregon Health & Science University (“OHSU”), an Oregon statutory public corporation, and Yamhill County Public Health (“CONTRACTING AGENCY”).

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting arrangements for clinical and practical training and in furtherance thereof to provide high-quality clinical and practical learning experiences for students participating in healthcare-related programs;

WHEREAS, each party may as the “Sending Agency” send students to the other party as “Host Agency” for such clinical and practical learning experiences;

WHEREAS, the Sending Agency intends to provide students with a variety of structured learning experiences, including provision of supervised patient care which may include participation in programs outside of the Sending Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the parties identified in this Agreement agree as follows:

**A. Responsibilities of the Sending Agency**

1. The Sending Agency will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and will assign to the Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of the Sending Agency's curriculum.

2. The Sending Agency will retain ultimate responsibility for the education of its students. The Sending Agency's representative for this Agreement will be a faculty member appointed and assigned by the Sending Agency, as liaison to the Host Agency.

3. The Sending Agency will advise all students assigned to the Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The Sending Agency will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. The Sending Agency will require all participating students to maintain health insurance and provide proof of health insurance to the Sending Agency. The Host Agency may request the student provide proof of insurance prior to beginning of the training experience.

5. The Sending Agency will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the Sending Agency. The Host Agency will notify the Sending Agency of its requirements of an acceptable criminal background check and required immunizations. The Sending Agency will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not by the Host Agency.

6. The Sending Agency will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. The Sending Agency will notify the Host Agency prior to student placement by the Sending Agency if a student with a disability requires reasonable accommodations to gain equal access to the educational experience.

8. If OHSU is acting as the Host Agency, and if Sending Agency is a non-NC-SARA participant in a non-NC-SARA state, Sending Agency shall certify that it has obtained appropriate authorization to send students to Oregon from the Oregon Office of Degree Authorization.

**B. Responsibilities of the Host Agency**

1. The Host Agency will provide students and faculty with access to appropriate resources so that a sound educational experience can occur, including (a) access to patients at the Host Agency facilities in an appropriately supervised environment; and (b) student security badges or other required security access.

2. The Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in the Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the health care education program. The Host Agency and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Host Agency, the Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees or students, including, where applicable: examination and evaluation by the Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCY), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Host Agency does not have the resources to provide such emergency care, the Host Agency will refer such student to the nearest emergency facility. The Sending Agency will inform the student that the student will be responsible for any charges thus generated.

4. To the extent the Host Agency generates or maintains educational records related to the participating student, the Host Agency agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the Sending Agency and will limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Sending Agency hereby designates the Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Sending Agency's records is required by the Host Agency to carry out the Program.

5. The Host Agency will provide written notification to the Sending Agency promptly if a claim arises involving a student. The Host Agency and the Sending Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws. Said notice will be in writing and directed as applicable to OHSU, Department of Risk Management, 3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239; or if to CONTRACTING AGENCY, see address located in Section J. Notices of this Agreement. The Host Agency will also notify the Sending Agency of any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of the Sending Agency under the terms of this Agreement.

**C. Mutual Responsibilities**

1. The Sending Agency will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the Host Agency facilities. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Host Agency facilities.

2. The Sending Agency and the Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, veteran status or any other basis protected by law.

3. The Sending Agency, including its faculty, staff, students, and residents, and the Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the training program, which may include on-site visits. The Host Agency will require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the Sending Agency. The Sending Agency agrees to require its students to adhere to the expectations set forth in Exhibit A.

4. The Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident is resolved by the staff in charge of the student. The Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the Host Agency. The Host Agency will immediately notify the appropriate office of the Sending Agency if such an action is required and the reasons for such action. The Sending Agency may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The Sending Agency will notify the Host Agency if such action is required.

5. Upon request, the Host Agency and Sending Agency will provide proof that they maintain liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. OHSU is a public entity entitled to governmental immunity protections under applicable state law and is subject to the provisions of ORS 30.260 through 30.300 for its tort liabilities, including personal injury and property damage. OHSU shall provide claims made liability coverage in accordance with any limitations associated with the applicable law; but OHSU will provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

**D. Term and Termination**

This Agreement will commence as of the Effective Date and will continue for a period of five (5) years from that Effective Date. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at the Host Agency will be permitted to complete any previously scheduled assignment at the Host Agency.

If applicable, this Agreement supersedes and replaces the Agreement(s) signed between the parties:  
OHSU contract number AFF-2014-0404, executed 10/10/2013.

**E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the Host Agency or the Sending Agency for any purpose. Students will not be entitled to receive any compensation from the Host Agency or the Sending Agency or any benefits of employment from the Host Agency or the Sending Agency. The Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of the Sending Agency.

**F. Health Insurance Portability and Accountability Act**

Students participating in training pursuant to this Agreement are members of the Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes.

**G. No Agency Relationship Between the Parties**

Nothing in this Agreement is intended to or will be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party will have the right or authority or will hold itself out to have the right or authority to bind the other party, nor will either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**H. Assignment**

This Agreement will not be assigned by either party without the prior written consent of the other.

**I. Governmental Immunity**

OHSU is a statutory public corporation entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by OHSU of its governmental immunity or of its state governmental immunity; (ii) an express or implied acceptance by OHSU of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; (iii) a pledge of the full faith and credit of a debtor contract; (iv) or, as the assumption by OHSU of a debt, contract, or liability of the CONTRACTING AGENCY.

**J. Notices**

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in this Agreement.

To OHSU:	To CONTRACTING AGENCY:
Greg Sabatka Contracting Services Group, MC 104 Oregon Health & Science University 3930 SW Macadam Avenue Portland, OR 97239 Ofc: 503-494-3272 E-Mail: <a href="mailto:sabatka@ohsu.edu">sabatka@ohsu.edu</a> <b>OHSU General Information Line: 503-494-8311</b>	Terry Malay Yamhill County Public Health Health and Human Services 412 NE Ford Street McMinnville, OR 97128 Ofc: 503-434-7525 E-Mail: <a href="mailto:malayt@co.yamhill.or.us">malayt@co.yamhill.or.us</a>

**K. No Payments**

No payments will be made between the parties or to the students unless otherwise agreed to by written amendment signed by the parties.

**L. Severability**

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

**M. Third Party Beneficiaries**

Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

**N. Governing Law**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State in which the training takes place without giving effect to any choice or conflict of law provision or rule.

**O. Entire Agreement**

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Agreement.

OREGON HEALTH & SCIENCE UNIVERSITY

YAMHILL COUNTY PUBLIC HEALTH

**Greg Sabatka**

Digitally signed by Greg Sabatka  
DN: cn=Greg Sabatka, o=Oregon Health & Science University, ou=Contract Services Group, email=sabatka@ohsu.edu, c=US  
Date: 2018.12.28 09:47:08 -0800

12/28/18

Silas Halloran-Steiner, LCSW-MSM,  
Health & Human Services Director  
CADC III  
Date

OHSU Program Initiating the Agreement  
SCHOOL OF NURSING, Kathi Rise, CHM

Accepted by Yamhill County  
Board of Commissioners on  
1/3/09 by Board Order  
# 19-02

## EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The Sending Agency holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of health care education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

### GUIDING PRINCIPLES:

**Duty:** Health care educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the health care profession's social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of health care. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

### RESPONSIBILITIES OF TEACHERS AND LEARNERS:

#### Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

#### Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

### Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.