

**COOPERATIVE EDUCATION AFFILIATION AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between St. Mary's Medical Center, Inc., on behalf of ST. MARY'S MEDICAL CENTER SCHOOL OF MEDICAL IMAGING ("CENTER FOR EDUCATION"), and Mountwest Community & Technical College ("College"), with CENTER FOR EDUCATION and College sometimes referred to individually as "Party" or "Institution" and sometimes collectively as "Parties".

**WHEREAS** College offers an accredited curriculum of courses required for enrolled Students to earn an Associate of Applied Science ("AAS") in Radiologic Technology ("Degree"), courses include but are not limited to, core courses in general education and physical and behavioral science, and radiologic care;

**WHEREAS** CENTER FOR EDUCATION operates a School of Medical Imaging at the St. Mary's Medical Center and the Center for Education at St. Mary's Medical Center ("Center for Education") that offers courses in Radiologic Technology;

**WHEREAS** the Parties desire to enter into a relationship to establish a Cooperative Associate of Applied Science in Radiologic Technology Program ("Program") whereby College provides instruction in core curricular courses in general education, physical and behavioral sciences and Radiologic Technology at College and CENTER FOR EDUCATION provides instruction in Radiologic Technology courses at CENTER FOR EDUCATION as well as provides a site for Program Students to observe and acquire educational, clinical training and practical experience ("Practicum") necessary for completion of Program requirements also at CENTER FOR EDUCATION;

**WHEREAS**, Students enrolled in the Program who successfully complete Program requirements may be eligible to earn the AAS from College.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

I. **PROGRAM.** College and CENTER FOR EDUCATION through collaboration will sponsor a single Program with one exit point.

1. **PROGRAM REQUIREMENTS.**

1.1 The Program is a cooperative effort between CENTER FOR EDUCATION and College.

1.2 Students successfully completing all Program requirements may be eligible to earn the Degree

from College.

1.3 College shall provide no less than fifty-one percent (51%) of Program course work and will be designated as the "Home Institution". College shall provide and maintain the necessary facilities, resources, and qualified faculty, including a College program contact, for all Program courses taught by College.

1.4 CENTER FOR EDUCATION shall provide no more than forty-nine percent (49%) of Program course work. CENTER FOR EDUCATION shall provide and maintain the necessary facilities, resources, and qualified faculty, including a CENTER FOR EDUCATION Program Director, for all Program courses taught by CENTER FOR EDUCATION.

1.5 [RESERVED]

1.6 The Parties shall cooperatively plan the respective courses which are to be offered by each Party in accordance with the College's academic requirements for the Degree and in accordance with the College's rules regulations, policies and procedures (collectively "Rules").

1.7 CENTER FOR EDUCATION will provide Practicum opportunities for Program Students at the CENTER FOR EDUCATION necessary for completion of clinical practice Program requirements in accordance with the terms of this Agreement. College or CENTER FOR EDUCATION will be responsible for teaching any Radiologic Technology courses designated solely as Practicum or Clinical Experience Courses, as agreed upon by both parties each term.

1.8 Unless otherwise indicated in this Agreement and in accordance with College Rules, College will be responsible for managing Program Student admission, financial aid, advising, fee and tuition assessment/collection and course registration and will be responsible for administering/providing any other Student/Program processes/services, including but not limited to providing Program Students access to College's library.

1.9 Students who successfully complete the Program may be eligible to apply for Radiologic Technology licensure.

1.10 College will cooperate with CENTER FOR EDUCATION in receiving and maintaining accreditation from the Joint Review Committee on Education in Radiologic Technology (JRCERT) including but not limited to, preparation of materials, self-study documents, accreditation reports and follow-up reports as necessary to receive and maintain JRCERT accreditation. The Director of the St. Mary's School of Medical Imaging, and any other faculty employee

providing Program services and/or instruction (including the Practicum) will work with College's Dean of Allied Health Professions to further the accreditation approval process and to maintain Program accreditation as well as will participate in all required West Virginia Council for Community & Technical College Education, West Virginia Higher Education Policy Commission and/or Higher Learning Commission ("HLC") program and/or other required reviews.

**2. ADVISORY BOARD**

2.1 The Program will be managed by the Advisory Board that will report to President of the College or the President's designee.

2.2 The Advisory Board will be comprised of the following members, or their designees:

2.2.1 The CENTER FOR EDUCATION Director-School of Radiologic Technology;

2.2.2 The CENTER FOR EDUCATION Vice President of Schools of Nursing and Health Professions

2.2.3 The College Dean of Allied Health

2.3 The Advisory Board will be responsible for:

2.3.1 Establishing appropriate admissions standards subject to approval of College;

2.3.2 Monitoring the achievement of learning outcomes, recommending curricular modifications, as necessary; and

2.3.3 Providing general oversight of the Program.

2.3.4 Appointing a Program Contact. The Program Contact will be responsible for ensuring that the common schedule for the delivery of courses is maintained, that student performance in courses is routinely assessed, that the necessary resources are provided for the Program and for maintaining all documentation necessary for HLC and/or JRCERT accreditation. The Program Contact will be employed by College.

**3. PROGRAM ADMISSION**

3.1 Applicants seeking admission to the Program must meet the admission requirements of both College and CENTER FOR EDUCATION.

3.2 Program admission requirements shall be developed by the Advisory Board approved by CENTER FOR EDUCATION and the College in accordance with College's Rules. CENTER FOR EDUCATION's admission requirements shall be no less than College's admission requirements and shall meet all requirements for accreditation by JRCERT and/or the HLC if applicable.

3.3 The status of students in the Program as full-time or part-time students shall be governed by College policies.

3.4 Students will initially apply for general admission through College as degree seeking students.

Students will additionally then apply for program admission through the CENTER FOR EDUCATION.

3.5 Upon admission to College, College will provide Students with services, including but not limited to, financial aid and advisement.

3.6 Students will apply for financial aid at College as the Home Institution.

3.7 **Enrollment capacity will be determined by the Advisory Board.**

3.8 Each Student will register for College and CENTER FOR EDUCATION classes through the College's registration system. Information about the required courses will be available at each campus to facilitate student registration.

3.9 All coursework shall be graded in accordance with the policy and procedure of the College.

3.10 Student course evaluations will reside with the Institution that delivers the course.

3.11 Program performance will reside with the Advisory Board.

3.12 Individuals who show serious deficiencies in academic courses will be referred to the College Dean of Allied Health for academic consultation.

3.13 Students enrolled in this Program will receive the same level of student support services available to other students at the College to include: library services, academic advising, and use of on-campus facilities and services.

**3.14 Advisement of students in the Program will be undertaken by the Advisors at College. The campus Program Manager will train Advisors in the Program criteria, course registration requirements and admissions requirements.**

3.15 Issues of academic dishonesty or student conduct will be addressed in keeping with the policies of the College. To the extent these issues will impact the Student's ability to be enrolled in the Program or take courses, each Institution will notify the other Institution of any ongoing disciplinary proceedings.

3.16 Students will be graduates of College.

3.17 Students will be permitted to participate in the College and/or CENTER FOR EDUCATION

Commencement.

3.18 Suspension or termination of a student enrolled in the Program shall be in accordance with policies jointly established by the Advisory Board and in accordance with applicable law and College policy.

**4. TUITION AND FEES.**

4.1 Program tuition and fees, including but not limited to application and/or registration fees, individual course lab fees and/or other College fees will be determined and approved on an annual basis by the College in accordance with applicable law and College Rules, including but not limited to any Council for Community and Technical College Education ("Council") rules applicable to tuition and fees. The Advisory Board may provide tuition and fee recommendations to the College, and the College will mutually agree with the Center for Education for a recommendation to forward to the College's Board. The College's Board is not obligated to adopt said recommendations, and in accordance with the laws of the State of West Virginia governing College's tuition and fees, College's Board must approve tuition and fees on an annual basis.

4.2 Program students will be responsible for paying all Program tuition and fees to College in accordance with the College's tuition and fee procedures.

**4.3 CENTER FOR EDUCATION Fees, Overhead and Financial Aid.**

4.3.1 Subject to applicable law and College Rules, for each Program academic term, for each Program Student, College will pay CENTER FOR EDUCATION for each course taught by CENTER FOR EDUCATION based upon the percentage of credit hours of instruction provided by CENTER FOR EDUCATION to the total number of credit hours enrolled and the College tuition and fees in place for each academic term. College will also pay CENTER FOR EDUCATION individual course fees, if any are assessed by College.

4.3.2 CENTER FOR EDUCATION will invoice College after the end of the 50% refunding period when no monetary adjustments outside of those administratively approved may be processed.

4.3.3 Payment by College will be made in arrears upon receipt of a properly detailed invoice.

4.3.4 For Title IV purposes, enrollment status and the definition of "full-time" (12 hours or more a semester), and "part-time" (less than 12 hours a semester), will be defined according to College policies and procedures and all applicable laws.

4.3.5 Any financial aid awarded to students in the program will be consistent with College Rules and

all applicable laws.

4.3.6 **Overhead Recovery Costs.** For the first year of the Initial Term, for each academic term, College shall invoice CENTER FOR EDUCATION thirty-five dollars (\$35.00) per credit hour for the total number of credit hours for each Program Student for Overhead Recovery Costs that include but are not limited to incidental costs related to the College providing Program administrative oversight, Student academic/support services and recordkeeping. College and CENTER FOR EDUCATION may renegotiate the Overhead Recovery Costs after the first year of the Initial Term and may agree in writing to a different Overhead Recovery Cost. Any change in Overhead Recovery Costs must be approved as to form by the authorized representative of the State of West Virginia Office of the Attorney General. CENTER FOR EDUCATION will remit payment to College within thirty (30) days of receipt of the invoice.

4.3.7 The Parties may, but are not required, to attempt to resolve disputes related to the fees paid to either under this section via review by the business offices of both parties and/or alternative dispute resolution.

5. **COURSE CATALOG AND REGISTRATION.**

5.1 College shall list in its Catalog all Program Radiologic Technology curriculum and core curriculum courses regardless of location or Party teaching the course.

5.2 Students shall register for all Program courses regardless of location or Party teaching the course in accordance with College's registration policies and procedures.

5.3 Students shall be responsible for payment of all College course registration fees, if any, in accordance with College rules, regulation policies and procedures.

II. **PRACTICUM AND MISCELLANEOUS**

1. **PRACTICUM DUTIES OF CENTER FOR EDUCATION.** Duties set forth in this section apply regardless of whether courses are taught by College or CENTER FOR EDUCATION.

1.1 **Practicum.** CENTER FOR EDUCATION shall provide an opportunity for Students to observe and gain clinical training and practical experience for the Program including, but not limited to, providing Students with educational experience opportunities in patient care, if applicable, and other selected areas necessary for completion of the Program. CENTER FOR EDUCATION will provide the equipment, facilities, supplies and services for students and

College faculty assigned to the CENTER FOR EDUCATION, necessary to meet the objectives of the Practicum. Practicum

Students may be enrolled in courses taught at College or courses taught by CENTER FOR EDUCATION.

1.2 **CENTER FOR EDUCATION Liaison.** CENTER FOR EDUCATION will identify, and notify the College Program Contact, which will be the Dean of the Division, of the name and contact information of a person responsible for serving as the CENTER FOR EDUCATION Clinical Liaison. The CENTER FOR EDUCATION Liaison will serve as the CENTER FOR EDUCATION contact person for the Practicum. The CENTER FOR EDUCATION Liaison and the College Program Contact jointly will plan for the assignment of Practicum Students to CENTER FOR EDUCATION facilities, plan for the assignment of Educational Advisors and/or CENTER FOR EDUCATION Clinical Preceptors, and jointly be responsible for periodic review of the Practicum. The CENTER FOR EDUCATION Liaison also will be responsible for any other duties as set forth in this Agreement.

1.3 **Policies and Procedures.** Each CENTER FOR EDUCATION Liaison shall provide each College Program Contact with CENTER FOR EDUCATION policies, procedures, rules and regulations as may apply to Practicum Students and/or College Clinical Preceptors/College Instructors for each facility (collectively "CENTER FOR EDUCATION Policies"). Each CENTER FOR EDUCATION Liaison shall also provide the College Program Contact with any changes to CENTER FOR EDUCATION Policies or new CENTER FOR EDUCATION Policies applicable to Practicum Students and/or College Clinical Preceptors/College Instructors for each facility where the change was enacted within two business days of the effective date of the change or new policy. The College shall orient Students, College Clinical Preceptors/College Instructors with respect to CENTER FOR EDUCATION Policies and ensure that all comply with the same.

1.4 **CENTER FOR EDUCATION Clinical Preceptors.** CENTER FOR EDUCATION will provide CENTER FOR EDUCATION Clinical Preceptors if required by the Program specific documents provided by the College Program Contact to the CENTER FOR EDUCATION Liaison in accordance with Paragraph 2. If CENTER FOR EDUCATION provides a Clinical Preceptor, the CENTER FOR EDUCATION Clinical Preceptor shall be the Student's primary contact for questions.

1.5 **Patient Contact.** CENTER FOR EDUCATION shall ensure that at no time will Students be allowed patient contact without the presence of an Educational Supervisor. For purposes of this Agreement, "Educational Supervisor(s)" means individual(s) for CENTER FOR EDUCATION agreed upon by CENTER FOR EDUCATION and the

College Program Contact hereto as the person(s) directly responsible for supervising Students while participating in the Practicum. Educational Supervisor(s) may be CENTER FOR EDUCATION Clinical Preceptor(s) or College Clinical Preceptor(s) or College Instructor(s). Students shall not be used to provide services at CENTER FOR EDUCATION in place of professional or nonprofessional staff.

1.6 **Consultations.** CENTER FOR EDUCATION shall be receptive to suggestions of Students and the College with regard to the content and the conduct of any Practicum required for College's Programs.

2. **PRACTICUM DUTIES OF THE COLLEGE**

2.1 **College Program Contact.** College will designate a College employee responsible for serving as the College Program Contact for the Practicum. The College Program Contact will serve as the College contact person for the Practicum. Prior to placement of any Students in a CENTER FOR EDUCATION facility, the College Program Contact will notify the CENTER FOR EDUCATION Clinical Liaison of the College Program Contact's specific name, mailing address, office location, telephone number and email address. The CENTER FOR EDUCATION Liaison and the College Program Contact jointly will plan for the assignment of Practicum Students to CENTER FOR EDUCATION facilities, plan for the assignment of Educational Advisors and/or CENTER FOR EDUCATION Clinical Preceptors and will be responsible for periodic review of the Practicum. The College Program Contact also will be responsible for any other duties as set forth in this Agreement.

2.2 **Student Registration and Placement.** College shall ensure that each Student participating in a Practicum is duly and officially registered and in good standing at the College for the purposes of completing a Practicum and, prior to placement in a CENTER FOR EDUCATION facility, has completed a criminal background check as required by this Agreement. The CENTER FOR EDUCATION Liaison and College Program Contact for each Program shall coordinate the number of Students to be placed in any CENTER FOR EDUCATION facility prior to each Practicum session. CENTER FOR EDUCATION retains the right to limit the number of Students accepted into any CENTER FOR EDUCATION facility.

2.3 **Practicum Requirements.** Prior to the placement of any Student, College Instructor or College Clinical Preceptor in a CENTER FOR EDUCATION facility, each College Program Contact shall provide each CENTER FOR EDUCATION Clinical Liaison with the following:

2.3.1. the Student manual/handbook for each Practicum;

2.3.2 if not included in the manual/handbook required by 2.4.1, a complete copy of the clinical objectives for each Practicum and/or Student participating in a Practicum if Student specific clinical objectives are required by the Program;

2.3.3 a written College Clinical Preceptor<sup>1</sup> Roles and Responsibilities Description;

2.3.4 a written CENTER FOR EDUCATION Educational Supervisor description;

2.3.5 a written College Instructor Description;

2.3.6 if College requires CENTER FOR EDUCATION to provide a Clinical Preceptor, College will provide CENTER FOR EDUCATION with a Clinical Preceptor position description;

2.3.7 if requested by CENTER FOR EDUCATION Liaison, certification, that each Student, College Instructor and/or College Clinical Preceptor participating in a Practicum in any CENTER FOR EDUCATION facility has documented immunity to the following communicable diseases:

2.3.7a mumps, rubella and rubeola immunity by positive antibody titers or 2 doses of MMR;

2.3.7b varicella (chickenpox) either by positive history of chicken pox or vaccination;

2.3.7c one dose of TDap vaccination, administered after age 11

2.3.7d tuberculosis by either by tuberculin skin test within the past 12 months or documentation as a previous positive reactor;

2.3.7e hepatitis A and C antibody and hepatitis B surface body/antigen;

2.3.7f if a Practicum will be completed during flu season, seasonal flu immunity seasonal flu shot vaccination; and

2.3.7g full COVID-19 vaccination or a religious or medical exemption from the College;

2.3.8 information regarding dates for instruction and forecasts of the numbers of Practicum Students to be assigned to each CENTER FOR EDUCATION facility covered by this Agreement;

2.3.9 certification, if requested by any CENTER FOR EDUCATION Clinical Liaison, that Practicum Students and any College Clinical Preceptor and/or College Instructor have completed an appropriate State and

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<sup>1</sup> "Clinical Preceptor" for the purposes of this Agreement means an experienced, licensed clinician responsible for supervising Practicum Students while in CENTER FOR EDUCATION facilities.

Federal Criminal Background check.

2.3.10 if requested by any CENTER FOR EDUCATION Clinical Liaison, certification that all College Instructors and/or College Clinical Preceptors are qualified/licensed to instruct and supervise Practicum students.

2.3.11. if any of the requirements set forth in Paragraphs 2.4.1 through 2.4.6 change, the College Program Contact will provide each CENTER FOR EDUCATION Clinical Liaison with the changes within two business days of the change.

2.3.12 Prior to placement of any Student in any CENTER FOR EDUCATION facility, College will require each Student to complete the Statement of Responsibility form set forth in Exhibit A.

2.3.13 College will require all Students, College Clinical Preceptors and/or College Instructors to dress in accordance with dress and personal appearance standards required by any CENTER FOR EDUCATION Policies as provided to College in accordance with this Agreement.

2.3.14 College acknowledges that CENTER FOR EDUCATION, as a member of Marshall Health Network, has established a Corporate Compliance Program and adopted Standards of Conduct, a copy of which has been provided to College and is incorporated herein by reference. If College its Students, employees, subcontractors, if any, assigned to CENTER FOR EDUCATION, or agents identify any practices or procedures at a CENTER FOR EDUCATION facility that they believe may not comply with applicable laws or with CENTER FOR EDUCATION's Standards of Conduct, they shall promptly report them to the Marshall Health Network System Director of Corporate Compliance or by any other method as may be designated in the applicable Standards of Conduct. College will provide employees Students, employees and any subcontractors assigned to the CENTER FOR EDUCATION with CENTER FOR EDUCATION's Standards of Conduct and advise each of their reporting obligation under this provision. CENTER FOR EDUCATION will not retaliate against College or any other individual for reporting under this provision.

2.3.15 College will participate in CENTER FOR EDUCATION's Quality Assurance Program.

2.4 Instructor. Unless CENTER FOR EDUCATION is required to provide a CENTER FOR EDUCATION Clinical Preceptor, College shall provide one or more College Instructors and/or College Clinical Preceptors responsible for supervising Practicum Students in CENTER FOR EDUCATION facilities.

2.5 Student Orientation Training.

2.5.1 CENTER FOR EDUCATION will provide for the orientation of Students to the CENTER FOR

EDUCATION's rules, regulations, policies and procedures applicable to Practicum Students.

**2.6. Confidentiality of Medical Records.**

2.6.1 College shall instruct each Practicum Student to respect the confidential nature of all patient medical records and information which may come to each Student in regard to patient care. College will instruct Practicum Students on the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 as amended by the HITECH ACT ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "HIPAA Regulations").

The Parties acknowledge and agree that, pursuant to this Agreement, the only use and disclosure of protected health information as that term is defined by the HIPAA Privacy and Security Standards, 45 CFR Parts 160 and 164 shall occur on CENTER FOR EDUCATION premises and shall be for the express purpose of "conducting training programs in which students, trainees, or practitioners in areas of health care learning under supervision to practice or improve their skills as health care providers." (See definition of "health care operations" in 45 CFR 164.501.) Therefore, the parties have determined that, pursuant to this Agreement, the College is not a business associate of CENTER FOR EDUCATION. College shall take all reasonable steps to ensure that its students and faculty limit their use and disclosure of protected health information to those purposes described above and promptly report to CENTER FOR EDUCATION's Privacy Officer any use or disclosure not consistent with those purposes. However, in the event that the use or disclosure of protected health information pursuant to this Agreement includes use or disclosure for purposes other than those described above, or it is otherwise determined that College is a business associate of CENTER FOR EDUCATION, College agrees to promptly execute a Business Associate agreement with CENTER FOR EDUCATION and take such other steps as may be required by applicable provisions of the HIPAA Privacy and Security Standards.

2.6.2 College shall further advise all Practicum Students that patient medical information shall not be removed from the CENTER FOR EDUCATION's facilities, that reproduction of patient information is strictly prohibited and that violation of any CENTER FOR EDUCATION Policies related to the confidentiality of patient medical records including but not limited to the prohibition on the copying and removal of patient records from

CENTER FOR EDUCATION's facilities is grounds for recommending the removal of Student from any CENTER FOR EDUCATION facility by CENTER FOR EDUCATION in accordance with Paragraph 4.

2.6.3 Prior to placing any Student in any CENTER FOR EDUCATION facility, College will require each Student to complete the Protected Health Information, Confidentiality and Security Agreement as set forth in Exhibit B.

2.6.4 School will make its 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.

#### **2.7 Insurance**

2.7.1 College and CENTER FOR EDUCATION shall, at their own expense, carry and maintain professional liability/general liability/cyber insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. College shall ensure that each Student, at College's expense or at the expense of the individual Student, carries and maintains professional liability/general liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the student's Practicum experience under this Agreement. Such insurance may be through a commercial insurance provider, state-sponsored program, risk retention group or self-insurance. College and CENTER FOR EDUCATION shall provide the other Party upon written request a current Certificate of Liability.

2.7.2 College and CENTER FOR EDUCATION shall ensure that any insurance or coverages outlined in this section be maintained through continuing endorsements or retroactive coverage for periods when the Agreement was in effect. The requirement to maintain professional and general liability coverage required by this Agreement and the duty to provide proof of same shall survive the termination or expiration of this Agreement.

2.7.3 College and CENTER FOR EDUCATION shall maintain Workers' Compensation Benefits for their own employees in accordance with West Virginia law for all time periods covered by this Agreement.

2.7.4 Neither CENTER FOR EDUCATION nor College will be responsible for providing Students with health insurance.

2.8 **Additional College Responsibilities**. College shall retain overall responsibility for the general educational experience of Practicum Students including but not limited to the following:

- 2.8.1 determination of educational goals for each student;
- 2.8.2 establishing prerequisite criteria for placement of Practicum Students-College will assign to CENTER FOR EDUCATION facilities only those Students who have satisfactorily completed the prerequisite criteria;
- 2.8.3 determination of completion of the Practicum;
- 2.8.4 final evaluation of Student Practicum performance and/or Practicum grade;
- 2.8.5 dismissal and/or suspension of any Student from the College's educational programs and/or activities.

2.9 **Background Checks.**

2.9.1 Prior to placement in or assignment to any CENTER FOR EDUCATION facility, College will conduct an appropriate State and Federal criminal background check for each Practicum Student or College Clinical Preceptor or College Instructor. Documentation of such criminal background check will be maintained on file with College. At a minimum, background checks shall include: (a) National Sex Offender Registry search; and (b) a Seven Year Criminal Search.

2.9.2 Student background check reports and other submitted information are confidential and may only be reviewed by College officials and CENTER FOR EDUCATION in accordance with the Family Educational Rights and Privacy Act (FERPA) and if requested by CENTER FOR EDUCATION.

2.9.3 Background check reports and other submitted information of Students will be maintained in the Office of the Program Chair in accordance with the university's record retention policy for student records. College Employee background check reports and other submitted information will be maintained by the College's office of Human Resources and may only be reviewed by College personnel. CENTER FOR EDUCATION may review and maintain file copies of background check reports of College employees insofar as is permitted or required by law or accrediting organizations.

2.9.4 Background checks which could render a Student ineligible to participate in a Practicum and any CENTER FOR EDUCATION facility include, but are not limited to, certain convictions or criminal charges which could jeopardize the health and safety of patients, felony, or repeated misdemeanor activity within the past seven (7) years, sex offenses, providing a false statement on an application or resume and Office of the Inspector General exclusions/violations. CENTER FOR EDUCATION will provide notice to College of any other criminal background check

results that will prohibit a Student from participating in a Practicum at any CENTER FOR EDUCATION facility.

2.9.5 CENTER FOR EDUCATION understands that Students and College Employees have the right to review the information reported by the designated background check company for accuracy and completeness and to request that the designated company verify that the background information provided is correct. Prior to making a final determination that will adversely affect the applicant or student, the College will provide College Employees and/or students a copy of or access to the background check report issued by the designated company, and inform them of their rights, how to contact the designated company to challenge the accuracy of the report and that the designated company was not involved in any decisions made by the College.

2.9.6 College will require Students and College Employees to report, to the Chair for students, or HR for employees, within 72 hours of the arrest, any offenses, resulting in an arrest, which occur after an initial background check. In such event, the College shall advise Students and College Employees that a background check update may be necessary for continuation in the Practicum.

**3. INITIAL TERM, TERMINATION, RENEWAL AND MODIFICATIONS.**

3.1 **Approvals and Initial Term.** Agreement is not considered binding on either Party until signed by all parties and approved by all of the following: (a) JRCERT; (b) the HLC; (c) the West Virginia Council for Community and Technical College Education and/or the West Virginia Higher Education Policy Commission whichever is applicable; and (d) approved as to Form by the authorized representative of the State of West Virginia Office of the Attorney General ("Authorized Representative"). "Approved as to Form" for the purposes of this Agreement means stamped or signed by the Authorized Representative. This Agreement shall be for an Initial Term that commences the day after all of the aforementioned entities approve the Agreement and ends two calendar years, including intervening leap years thereafter.

3.2. **Renewal and Amendment.** This Agreement may be renewed and/or amended upon mutual written consent of the Parties on or before (30) calendar days prior to the date of expiration. Renewal of the Agreement shall be in accordance with the terms and conditions of the original Agreement, unless otherwise agreed to by the Parties in writing in accordance with this Paragraph. Amendments to this Agreement must be in writing and signed by the Parties. Renewals and amendments shall be Approved as to Form by the Authorized Representative and no renewal or amendment is considered binding on either Party until Approved as to Form by the Authorized

Representative. The Parties agree to review the Agreement six (6) months before the expiration of the Initial Term for the purposes of discussing renewal.

3.3. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Should either Party terminate this Agreement, all Program Students accepted into the Program, in good standing, as determined by College, at the time of the termination may continue in the Program until each Student has completed the Program under the terms of this Agreement in the same manner absent the termination or no students are enrolled in the Program either by voluntary withdrawal or program dismissal. After such termination notice is given, no new Students will be accepted into the Program and no Student that voluntarily withdraws from the Program after the effective date of termination of this Agreement will be permitted to reenroll in this Program. College will notify students if this Agreement is terminated. College will also provide information to Students advising them of the effects of a termination of this Agreement on Program completion and the effects of voluntarily withdrawing from the Program after notification of termination of this Agreement. College will work with Program students to establish a Teach-Out Plan for each student enrolled in the Program. CENTER FOR EDUCATION will cooperate with College to ensure that students enrolled in the Program will be provided with the opportunity to complete the Program. CENTER OF EDUCATION will be paid the fees provided for under Paragraph 4, "Tuition and Fees", above, in the same manner absent the termination, until each Student has completed the Program under the terms of this Agreement.

4. **STUDENT AND/OR COLLEGE EMPLOYEE REMOVAL FROM CENTER FOR EDUCATION.**

4.1 CENTER FOR EDUCATION may immediately remove from any CENTER FOR EDUCATION facility any Student, College Clinical Preceptor or College Instructor who poses an immediate threat or danger to CENTER FOR EDUCATION personnel or to the quality of medical services. CENTER FOR EDUCATION shall immediately notify College in writing of the removal of any individual under this provision and such notification shall include the specific reasons for the removal. Upon receipt of the notice, College shall immediately suspend the individual from participating in the CENTER FOR EDUCATION facility Practicum pending the outcome of an investigation conducted by College in accordance with the applicable College's procedure(s).

4.2 CENTER FOR EDUCATION may request that College withdraw a Student, College Instructor or College Clinical Preceptor from a Practicum at any CENTER FOR EDUCATION facility when the individual's clinical performance is unsatisfactory to CENTER FOR EDUCATION or the individual's behavior, in CENTER FOR

EDUCATION's discretion, is disruptive or detrimental to CENTER FOR EDUCATION and/or its patients and/or the individual's behavior is contrary to any CENTER FOR EDUCATION Policies provided to College by CENTER FOR EDUCATION in accordance with this Agreement. The request from CENTER FOR EDUCATION must be in writing and must state the specific reasons for the request. Upon receipt of the written request, College shall immediately suspend the individual from participating in the CENTER FOR EDUCATION facility Practicum pending the outcome of an investigation conducted by College in accordance to the applicable College's procedure(s).

4.3 Resolutions and/or determinations of any Student's academic or program status or College employee's employment status in such situations will be made solely by College in accordance with College's policies and procedures. Notwithstanding the forgoing, the CENTER FOR EDUCATION shall retain sole authority and discretion to prohibit, in accordance with CENTER FOR EDUCATION's policies and procedures, a Student, College Instructor or College Clinical Preceptor from participating in a Practicum at a CENTER FOR EDUCATION facility.

5. **NOTICES.**

5.1 Any notice required to be given hereunder shall be in writing and transmitted by certified mail, return-receipt requested or delivered in person.

5.2 All notices for CENTER FOR EDUCATION shall be addressed to:

Dr. Joey Trader, Vice President  
Schools of Nursing and Health Professions  
St. Mary's School of Medical Imaging  
2900 First Avenue  
Huntington, West Virginia 25702

With contemporaneous copy to:

Marshall Health Network  
Office of the General Counsel

Mailing address:  
Cabell Huntington Hospital  
1340 Hal Greer Blvd.

Huntington, WV 25701

5.3 All notices for College shall be transmitted to:

Joshua Baker, President  
Mountwest Community & Technical College  
One Mountwest Way  
Huntington, West Virginia 25701

6. **SEVERABILITY.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

7. **PRACTICUM MODIFICATION.** The Parties from time to time shall jointly evaluate the Practicum.

8. **RELATIONSHIPS BETWEEN CENTER FOR EDUCATION, COLLEGE AND STUDENTS.**

8.1 **Independent Entities.** This Agreement shall not be interpreted as creating an employment or agency relationship between the Parties. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the Parties, nor shall it authorize either Party to act as an agent for, or bind the other Party in any manner. CENTER FOR EDUCATION and College shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between College and CENTER FOR EDUCATION or between CENTER FOR EDUCATION and College's Students or Employees unless otherwise provided for in this Agreement. Students shall not be entitled to employment by CENTER FOR EDUCATION upon completion of their training and College shall adequately inform Students of same. There shall be no third-party beneficiary rights created by this Agreement in any person or entity specifically including, but not limited to College's Students. As such, no person or entity shall have the right to enforce its terms except CENTER FOR EDUCATION and College.

8.2 **Students and College Employees.** The Parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of College's Program and the Employees are performing duties related to the same. Students are not employees of either College or CENTER FOR EDUCATION and neither Party shall have responsibility for payment of compensation or any employment benefits to Students including, but not limited to, health insurance or workers' compensation benefits. College employees regardless of the nature or extent of the acts performed by them under the terms of the Agreement, are not considered employees of CENTER FOR EDUCATION and CENTER FOR EDUCATION shall not have responsibility for payment of compensation or any employment benefits to College employees including but not limited to worker's compensation. CENTER FOR EDUCATION employees regardless of the nature or extent of the acts performed by them under this Agreement are not College employees and College shall not be responsible for payment of compensation or any employment benefits to CENTER FOR EDUCATION employees including but not limited to health insurance or

workers' compensation benefits. College may employ CENTER FOR EDUCATION employees as adjunct instructors to teach courses not assigned to CENTER FOR EDUCATION under this Agreement or in other capacities to fulfill duties not associated with the Parties' obligations under this Agreement and CENTER FOR EDUCATION may do the same. If an individual is employed by both CENTER OF EDUCATION and College, the employing Party is only responsible for compensation or employee benefits as outlined in each employee's employment agreement or appointment letter and in accordance with each Parties' policies and procedures.

**9. Medical Treatment.** In the event any Student or College Employee suffers an injury or experiences a health-threatening exposure while on the premises of CENTER FOR EDUCATION in fulfillment of obligations under this Agreement, CENTER FOR EDUCATION will, under the terms and conditions set forth in this paragraph, provide emergency care including, as applicable, the administration of initial three-day dosing of acute antiviral therapies or referral therefor as recommended by the protocols of the Centers for Disease Control and Prevention. If the injury or exposure is reported to the CENTER FOR EDUCATION in accordance with CENTER FOR EDUCATION's Policies related to injury reporting within twenty-four (24) hours of occurrence, CENTER FOR EDUCATION, at its expense, will provide an initial assessment of the injury or exposure and will render first aid or provide the initial episode of care for the injury or exposure. All services beyond those specifically set forth in this paragraph shall be the sole responsibility of the Student or College Employee and at the expense of each.

**10. Assignment.** College and CENTER FOR EDUCATION agree not to assign this Agreement to any person or entity without the other Party's prior written consent, which will not be unreasonably delayed or denied. College reserves the right to assign this Agreement to another State agency board or commission upon thirty (30) days written notice to CENTER FOR EDUCATION. Any assignment made will not become effective and binding upon either Party until the non-assigning Party is notified of the assignment, and the Parties execute a written amendment to the Agreement that complies with Paragraph 3.2.

**11. Governing Law.** This Agreement shall be construed under and governed by the laws of the State of West Virginia

**12. Investigations.** Insofar as is permissible by law, CENTER FOR EDUCATION and College shall participate as needed in good faith in any administrative investigations conducted by College or CENTER FOR EDUCATION related to the alleged violation of CENTER FOR EDUCATION Policies or College rules, regulations, policies and/or Program

policies and will participate in good faith as needed in any investigations conducted in accordance with College or CENTER FOR EDUCATION's compliance with State and/or Federal laws, CENTER FOR EDUCATION's Policies or College's rules, regulations, practices and procedures prohibiting discrimination including but not limited to the Americans with Disabilities Act and its amendments and Title IX of the Education Amendments Act of 1972 and either's implementing regulations.

**15. NONDISCRIMINATION.**

15.1 College and CENTER FOR EDUCATION will not discriminate on the basis of Disability, Genetic Information, National Origin, Pregnancy, Race/Color, Religion, Sex, Veteran Status or any other protected class status as determined by Federal, State, County or Municipal law and/or case law as applicable. College and CENTER FOR EDUCATION agree not to retaliate against anyone who reports a discrimination, harassment or retaliation claim and/or who participates in the investigation, adjudication or disposition of a discrimination, harassment or retaliation claim and in the case of Title IX of the Education Amendments of 1972 and any of its implementing regulations, anyone who refuses to participate in the same.

**16. ENTIRE AGREEMENT.**

16.1 This Agreement, including all attachments, exhibits and appendices, embodies the entire agreement of the Parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the terms of any attachment, exhibit, or appendix, the terms of this Agreement shall prevail. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties.

17. **FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA).** To the extent CENTER FOR EDUCATION generates or maintains educational records related to Students participating in a Practicum under this Agreement, CENTER FOR EDUCATION will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For the purposes of FERPA, College hereby designates CENTER FOR EDUCATION as a school official with a legitimate educational interest in the educational records of the Students participating in a Practicum to the extent that access to Student education records is required by CENTER FOR EDUCATION to perform any of its obligations and responsibilities under this Agreement.

**18. DISABILITY AND RELIGIOUS REASONABLE ACCOMMODATION REQUESTS.**

18.1 CENTER FOR EDUCATION understands that College's Practicum and the Program requirements must be accessible to Students with disabilities and that the College is required to provide reasonable religious and disability accommodations in accordance with applicable Federal, State, County and Municipal law. CENTER FOR EDUCATION will participate in discussions with College as needed to determine whether reasonable modifications/accommodations are available for Students requesting Practicum (regardless of the Party teaching the course requiring the Practicum) and/or other Program reasonable modifications/accommodations for courses taught by CENTER FOR EDUCATION.

Students seeking disability and/or religious reasonable accommodations enrolled in courses taught by CENTER FOR EDUCATION will be required to follow College accommodation request procedures and CENTER FOR EDUCATION will so advise Students enrolled in courses taught by CENTER FOR EDUCATION of where to find the College's disability and religious accommodation request procedures.

19. **USE OF NAME.** No Party shall use the name or logo of any other Party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that Party.

20. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates College to admit or cause the admittance of a patient to CENTER FOR EDUCATION's facilities or to use CENTER FOR EDUCATION'S services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing and/or from contracting with any other agency or educational institution.

21. **NO WAIVER.** Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

22. **CAPTION HEADINGS.** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed by any number of counterparts, and all said counterparts together constitute the same agreement.

24. **BINDING AGREEMENT.** Insofar as is permissible by law, this agreement shall be for the benefit of and binding upon the Parties and their respective successors and any entity claiming under or through the respective Parties. The Parties agree to execute any instruments in writing which may be necessary or proper in the carrying out of the purposes and intent of this Agreement.

25. **Risk of Loss.** Each Party shall bear the risk of loss or damage to their respective equipment and property which may occur during the Initial Term and any subsequent renewals. Each party shall be responsible for the acts of themselves, their employees, agents, independent contractors, or other representatives.

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties by their duly authorized representatives as of the date first above written.

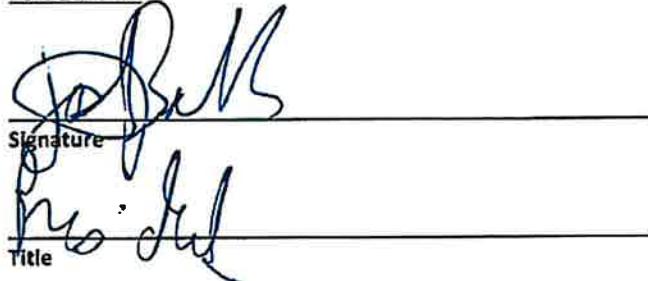
**FOR ST. MARY'S MEDICAL CENTER, INC., ON BEHALF OF**  
**ST. MARY'S CENTER SCHOOL OF MEDICAL IMAGING**

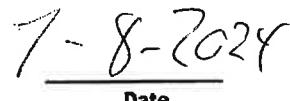
  
Signature

  
Date

  
Title

**FOR COLLEGE**

  
Signature

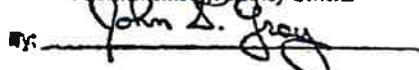
  
Date

Title

Approved as to form prior to acknowledgment thereof

this sixth day of June, 2024

Patrick Morley, Attorney General

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

**ATTACHMENT 1**

**Academic Program Practicum and Primary Contact List**



Program	Contact Person	Email
Radiologic Technology	Janet Smith	smithjan@mctc.edu



**EXHIBIT A**  
**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at St. Mary's School of Medical Imaging ("CENTER FOR EDUCATION"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Radiologic Technology program, unless such injury or loss arises solely out of St. Mary's gross negligence or willful misconduct.

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**Signature of Program Participant**

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**Date**

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**Print Name**

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**Parent or Legal Guardian if Program  
Participant is under 18**

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**Date**

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**Print Name**

**PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT**

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification may be removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in Mountwest Community and Technical College ("school") programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.
- Students enrolled in school programs or courses and responsible faculty may encounter confidential information about CENTER FOR EDUCATION and its operation.

Initial	Policy
	1 It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. TMH-A computer ID and password are assigned to faculty. SF-- Computer ID and password are assigned to designated disciplines. students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow CENTER FOR EDUCATION's privacy and security policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the CENTER FOR EDUCATION.
	10. Students and responsible faculty agree to keep strictly confidential and hold in trust all confidential information of CENTER FOR EDUCATION and its operations and/or its patients and to not disclose or reveal any confidential information to any third party without the express prior written consent of CENTER FOR EDUCATION.

**PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT**

**Signature Page**

***If Student is under 18 years of age, the Student AND a parent/legal guardian must also read and sign this agreement.***

The undersigned represents and warrants that the undersigned has carefully read and understands this PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT and fully understands its contents.

Signature of Program Participant

Date

Print Name

Date

***If Student is under the age of 18:***

As the parent or legal guardian of the above-named student, I have read, fully understand, and agree that my child must comply with the terms and conditions of the PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT.

Parent or Legal Guardian if Program Participant is under 18

Date

Print Name

