

**AFFILIATION AGREEMENT
BETWEEN
Western University of Health Sciences/College of Osteopathic Medicine of the Pacific
AND
Lane County, a political subdivision of the State of Oregon
151 West 7th Ave, Suite 520
Eugene, Oregon 97401**

THIS AGREEMENT is entered into by and between Western University of Health Sciences/College of Osteopathic Medicine of the Pacific, hereinafter referred to as "WesternU/COMP," and Lane County, a political subdivision of the State of Oregon, hereinafter referred to as the "Facility."

WHEREAS, WesternU/COMP has a curriculum to educate Doctor of Osteopathic Medicine students; and
WHEREAS, clinical experience is a required and integral component of the Osteopathic curriculum and professional preparation; and
WHEREAS, WesternU/COMP desires the cooperation of the Facility and its staff in the development and implementation of the clinical experience for its students; and
WHEREAS, the Facility recognizes its professional responsibility to participate in the education and professional preparation of Osteopathic students;
NOW THEREFORE, in consideration of the mutual agreements set forth herein, WesternU/COMP and the Facility enter into this agreement on the terms and conditions set forth below.

WesternU/COMP agrees to:

1. Appoint a faculty member as the Assistant Dean for Clinical Rotations to administer WesternU/COMP's responsibilities related to the clinical education program.
2. Assume responsibility for assuring compliance with the Evaluative Criteria for Accreditation of Education Programs for the Preparation of Doctors of Osteopathy established by the Committee on Colleges, Bureau of Professional Education of the American Osteopathic Association.
3. Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
4. Establish and maintain ongoing communication with the Clinical Education Coordinator (CEC) of the Facility on items pertinent to Osteopathic Education. On-site visits will be arranged when appropriate and/or upon request by the Facility. All inspections and personnel onsite must be cleared by Lane County at least 30 days in advance.
5. Inform the students of the Facility's requirements for acceptance and direct the student to comply with the existing rules and regulations of the Facility.
6. Require student's proof of health insurance coverage at the time of registration at WesternU.
7. Provide students with an excess accident insurance coverage that will cover up to \$25,000 for injuries or accidents sustained by any of its students (subject to applicable limitations and exclusions contained in the statement of insurance) while participating in a supervised clinical education program in the United States. The policy is excess to the student's personal health insurance policy.
8. Require all students to show a history of immunization and serum blood titers for hepatitis B, measles, mumps, rubella, varicella; proof of current immunization for tetanus, diphtheria, and acellular pertussis, or other vaccines/titers the facility requires; and to have had recent tuberculosis clearance, which can be either a skin test, known as a PPD; serum IGRA (Quantiferon/T-spot) or chest x-ray.
9. Maintain professional liability coverage in full force and effect for students during their clinical experience in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate. If this insurance

coverage is not maintained by WesternU/COMP, then WesternU/COMP agrees to hold the Facility, its officers, employees, and authorized agents harmless against any and all liability and expenses that may be imposed by law against the Facility, its officers, employees, and authorized agents as a result of the negligent or wrongful acts or omissions of the students while they are in their clinical education experience at the Facility.

10. Prohibit the publication by the students, faculty or staff members of any material relative to their clinical education experience that has not been reviewed by the Facility and WesternU/COMP, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student that has been based on information acquired through his/her clinical education experience must clearly reflect that WesternU/COMP or Facility does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring the following disclaimer to appear with each such article written: "The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of WesternU/COMP or Facility."
11. Require all students to undergo and clear a criminal background search through a qualified third-party services.
12. Provide the student with a copy of the Facility's existing rules, regulations, policies, and procedures with which the student is expected to comply. Provide HIPAA training to meet Facility's annual training requirements.

The Facility agrees to:

1. Designate a medical staff member as Clinical Education Coordinator (CEC) acceptable to WesternU/COMP, who will be responsible for the supervision of the students and the planning and implementation of the clinical experience. The aforementioned individual shall meet the guidelines and/or criteria established by the American Osteopathic Association for the supervision of students in the clinical education setting.
2. Require a student to render only those services that are within the student's educational preparation and qualifications, and that are related to the objectives of the clinical education program. Provide the type and amount of supervision in proportion to the student's level of competence.
3. Make access to emergency health care available to the student in case of accident or illness while at the Facility with the Facility not being responsible for any costs involved.
4. Advise WesternU/COMP of any changes in its personnel, operation, or policies which may affect the clinical experience.
5. Permit, upon reasonable request, the inspection of the clinical facilities, the services available for the clinical experience, student records, and other such items pertaining to the clinical education program by WesternU/COMP and/or agencies charged with the responsibility for accreditation of the program. All inspections and personnel onsite must be cleared by Lane County at least 30 days in advance.
6. Provide the student with a copy of the Facility's existing rules, regulations, policies, and procedures with which the student is expected to comply.
7. Make available the physical facilities and equipment necessary to conduct the clinical experience and, whenever possible, the use of library facilities, reference materials, reasonable study and storage space, and any other specialized learning materials.
8. Evaluate the performance of the student on a regular basis using the evaluation form supplied by WesternU/COMP. The completed final evaluation shall be forwarded to WesternU/COMP within ten (10) working days following the conclusion of the student's clinical experience.
9. Advise WesternU/COMP of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the clinical experience. In the case of any such deficiency, the student, the Assistant Dean for Clinical Rotations, and Clinical Preceptor/Clinical

Education Coordinator shall have the mutual responsibility to devise a plan by which the student may be assisted to achieve the stated objectives.

10. Comply with all federal, state, and local laws and ordinances concerning the confidentiality of student records and concerning human subject research, if students participate in such a research program.
11. Facility represents and warrants that its Health Centers are a “deemed” Federally Qualified Health Center and, accordingly, Facility’s medical malpractice insurance obligations under this paragraph are met by means of reliance upon the Federal Tort Claims Act, which shall be considered to fully meet the required type and amount of coverage. The facility is a political subdivision of the State of Oregon and has elected to meet its other insurance requirements by means of a program of self-insurance, as provided for by ORS 30.260 through 30.300. This program of self-insurance shall meet all other Facility insurance requirements under this Agreement. Facility to provide proof of program to WesternU/COMP prior to the execution of agreement.

Rights/Responsibilities of the Student

WesternU/COMP will notify each student that he or she is required to:

1. Provide prior to the commencement of the clinical experience such information as may be required by the Facility for the clinical education and guidance of the student, together with the student’s authorization for release of such information as permitted by law.
2. Abide by existing rules, regulations, policies, and procedures of the Facility and WesternU/COMP.
3. Observe and respect all patient’s rights, confidences, and dignity.
4. Notify WesternU/COMP and the Facility immediately whenever absence from the Facility becomes necessary.
5. Provide evidence of current health insurance coverage as may be requested by WesternU/COMP and/or Facility.
6. Dress in appropriate clinical attire as established by WesternU/COMP, and to secure transportation and living accommodations as necessary, to participate in the clinical experience.

WesternU/COMP and the Facility mutually agree to:

1. Pursue the educational objectives for the clinical experience, devise methods for their attainment, and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
2. The parties acknowledge that WesternU/COMP is subject to Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act, and the related regulations to each. Accordingly, the Facility will cooperate with WesternU/COMP in the fulfillment of its obligations under these laws and the Facility will reasonably cooperate with WesternU/COMP to ensure that the educational opportunities offered to WesternU/COMP students at Facility are conducted in accordance with such requirements. Further, each party agrees that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, sex, national origin, disability, and other categories considered protected classes under law. For the purpose of this Agreement, distinctions on the grounds of protected class include, but are not limited to the following: denying a student any available service or benefit of a facility; providing any service or benefit to a student which is different or is provided in a different manner or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege accorded to others receiving any service or benefits; treating a student or potential student differently from others in determining whether they satisfy any

admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. Acknowledge that the students of WesternU/COMP are fulfilling specific requirements for clinical experience as part of a degree or certificate requirement, and therefore, the students of WesternU/COMP are not to be considered employees of either WesternU/COMP or the Facility, regardless of the nature or extent of the acts performed by them, for purposes of Worker's Compensation, employee benefit programs, or any other purpose.
4. Withdraw from the clinical education program any student whose performance is unsatisfactory, whose performance presents a threat to patients or others, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education program. Facility maintains the right to remove any student from placement for violating Facility rules or regulations and professional codes/standards for such actions as the Facility views as detrimental to its operations. The Facility shall notify the WesternU/CGN immediately after final action is taken.
5. Determine the number of students able to participate in the Facility's clinical education program, and the period for each student's clinical experience. The planned schedule of student assignment will be made at least one month prior to the commencement of the student's clinical experience and may be altered by mutual agreement with due consideration given to both parties.

Terms of Agreement

1. This Agreement shall commence on the signature date by the Facility and shall remain effective for a term of three years upon execution by both parties. This Agreement may be renewed at the term end through written approval and executed amendment.
2. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
3. If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party.
4. This Agreement shall be subject to and governed by the laws of the State of Oregon.
5. Other considerations or additional considerations:

Facility's hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.

Facility and WesternU/CGN agree that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated there under, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). The Institution acknowledges that its Faculty and Students may have access to the Facility's Protected Health Information during Clinical Experiences. WesternU/CGN shall train its participating Faculty and Students on the requirements of HIPAA and the Privacy Rule with evidence of such training prior to assigning Faculty and Students to the Facility. Such training shall meet the requirements of HIPAA and the Privacy Rule.

FOR WESTERNU/COMP:

**Western University of Health Sciences/
College of Osteopathic Medicine of the Pacific
309 East Second Street
Pomona, CA 91766**

**Paula M.
Crone, DO**

Digitally signed by Paula
M. Crone, DO
Date: 2025.04.18
15:49:48 -07'00'

Paula M. Crone, DO
Provost and Chief Academic Officer

04/18/2025

Date

FOR THE FACILITY:

**Lane County
151 West 7th Ave, Suite 520
Eugene, OR 97401**

 Digitally signed
by Eve Gray
Date: 2025.03.17
10:07:46 -07'00'

Eve Gray, RN, MSN, CPHQ, CMPE
Director, Health & Human Services

Date