Agreement between Washington State College of Ohio and Memorial Health System School of Radiologic Technology

This Agreement ("Agreement") is between Memorial Health System, an Ohio nonprofit corporation, with its principal place of business at 401 Matthew Street, Marietta, Ohio 45750 (referred to as "MHS") and Washington State College of Ohio, an Ohio educational institution, located at 710 Colegate Drive, Marietta, Ohio 45750 (referred to as "College").

Whereas, MHS operates medical clinics and hospitals, and sponsors a Radiologic Technology program accredited by the Joint Review Committee on Education in Radiologic Technology (referred to as "JRCERT"). College is a duly accredited educational institution that offers a degree or certification program or programs in one or more applied science fields; and

Whereas, College and MHS desire to make available better health care services to patients, advance applied science education, and aid in meeting the ever increasing demand for trained health care professionals; and

Whereas, College and MHS desire to provide the College's students an opportunity to concurrently earn a Certificate from the School of Radiologic Technology at MHS and an Associate of Applied Science degree in Radiology Technology from College;

Therefore, in consideration of the mutual covenants and promises herein contained, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1) Programs:

a. MHS agrees to conduct a program of training and instruction for the College's students in MHS's Radiologic Technology Certificate program (the "Training Program").

b. The College and MHS will appoint designated representatives to be responsible contacts for each party for the Training Program and the terms of this Agreement. Each party shall supply the other party with the name of this person(s) and, if necessary, with each person's credentials for review and approval of the other party. Each party shall notify the other in writing within thirty (30) days if the contact person(s) changes.

c. Prior to any College student arriving at MHS facilities for the Training Program, the parties will develop a mutually acceptable written description of the purpose and goals of the Training Program.

d. MHS has no obligation to accept any College students pursuant to this Agreement, whether or not the College has complied with the obligations set forth below. The acceptance of College's students into the Training Program shall be at MHS's discretion in consultation with College.

2) College's Obligations:

a. Collaborate with MHS to implement a meaningful Training Program for the College's students.

b. If the parties agree that College faculty will be utilized to train the College's students at MHS (referred to as "On-Site Faculty"), the College shall identify the On-Site Faculty members and provide their respective qualifications to MHS no later than thirty (30) days prior to the commencement of the Training Program. On-Site Faculty, in communication and coordination with MHS staff, may oversee the experience and activities of the College's students during the Training Program.

c. Validate that each College student's qualifications include the appropriate degrees, competencies, and authority to engage in the Training Program, as well as successful completion of appropriate course work. Assume final responsibility for the education of the College's students.

d. Assure College's students have completed a course or class that includes discussion of the Health Insurance Portability and Accountability Act and associated privacy regulations ("HIPAA") and federal, state and local laws regarding patient confidentiality, and are aware of their responsibility to maintain patient confidentiality in both written and verbal communication with other students, instructors, with any other individuals, in clinical rounds or in class discussion, as well as in any published materials.

e. Avoid engaging in conduct that would result in the Training Program losing its JRCERT accreditation. Maintain the Program according to established standards of the appropriate accrediting agency.

f. Upon request, and at a mutually convenient time, the College, or the relevant accrediting body may inspect the facilities at MHS which are directly related to the Training Program.

g. Provide and maintain policies of general liability (including contractual liability) insurance with limits not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate to insure the College, its employees and students. Upon request of MHS, College shall provide to MHS a certificate of insurance coverage specifically evidencing such coverage. College shall provide MHS at least thirty (30) days' prior written notice of any material change, cancellation or termination of such insurance coverage.

h. Ensure that College's students receive instruction on universal precautions for the purpose of reducing risk of exposure to body fluids and airborne pathogens, antibody or antigen testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Health and Safety Administration.

i. Administer College's student registration, payment of fees, distribution of scholarships, student loans and grants as applicable, and other forms of financial aid, purchase of textbooks and incidental supplies. College's students participating in the Training Program will pay all associated lab fees to College not MHS. College will then reimburse MHS for said lab fees within thirty (30) days of receiving a detailed itemized bill.

j. Inform College's students and On-Site Faculty that:

1. MHS is committed to providing a drug-free work environment. Accordingly, MHS will not tolerate the unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around MHS property. Further, College shall inform College's students and On-Site Faculty that MHS maintains a smoke-free environment at its facilities and that smoking is prohibited on all MHS premises.

2. College's students and On-Site Faculty must abide by the applicable policies, procedures, rules and regulations of MHS at which they may be training and follow all directives of its staff.

3. College's students and On-Site Faculty are not considered employees, trainees or agents of MHS for any purpose and they shall not be entitled to any salary or employment-based benefits.

4. College's students and On-Site Faculty are responsible for transportation costs to and from MHS.

5. College's students shall wear the appropriate regulation student uniform and identifying identification badge as required by MHS.

6. College's students are expected, but not required, to have health insurance. College and MHS are not responsible for medical expenses related to disease or injury incurred during the Training Program. College's students are responsible for any medical expenses incurred during the Training Program at MHS.

k. MHS may terminate the participation of a College student in a Training Program at MHS if the student's work, conduct or health may have a detrimental effect on its patients, staff or operations. A College student generally will not be removed from Training Program at MHS until MHS has discussed its concerns with a representative of the College. However, MHS reserves the right to take immediate action to suspend a College student's participation in response to concerns of patient care or the safety and respect of its staff.

3) MHS's Obligations:

a) Collaborate with College to implement a meaningful Training Program for the College's students.

b) Supervise College's students while they are on-site participating in the Training Program, unless the parties have determined that College will be providing On-Site Faculty to supervise the College's students.

c) Retain responsibility for patient care. College's students will not replace members of the MHS staff. College's students will not give service to patients at MHS apart from that rendered as part of the Training Program and will follow all directives of MHS staff in regard to patient care.

d) Provide the College's students while they are on-site participating in the Training Program with the same emergency medical care or minor medical treatment as that extended to employees of MHS in case of injury or illness on duty. College's students are financially responsible for and will be billed accordingly for such services.

e) MHS will provide an adequate orientation for College's students.

f) MHS will provide safe physical facilities and environment needed for instruction of the College's students, within the reasonable capacity of MHS, subject to its primary responsibility to care for patients. Direct contact between College's students and MSH patients shall be subject to approval of MHS.

g) Maintain general liability and professional liability insurance in the amounts of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate to insure MHS and its employees through its program of self-insurance. Upon request of College, MHS shall provide to College a certificate of insurance coverage specifically evidencing such coverage. MHS shall provide College at least thirty (30) days' prior written notice of any material change, cancellation or termination of such insurance coverage.

h) MHS will allow College's students to use MHS conference rooms and comfort facilities such as the cafeteria, lounges and rest rooms, and to provide, on an "as available" basis, lockers and, at a College student's expense, parking at assigned parking areas.

i) Maintain accreditation with JRCERT and avoid engaging in conduct that would result in the College losing its accreditation.

j) In accordance with Title IV of the Higher Education Act of 1965, as amended, and its accompanying regulations, directly provide no more than twenty-five percent (25%) of the academic instruction for the Training Program.

4) Compensation. For each academic term covered by this Agreement, College shall pay to MHS an amount calculated using the following formula:

> (College's in-state tuition rate for the courses included in the curriculum of the Training Program which are taught by MHS staff during each academic term of this Agreement multiplied by the number of College's students enrolled in the courses on the 15th day of the academic term) minus any wages the College pays to MHS staff teaching the courses

Those College students who fail to pay tuition pursuant to College guidelines, policies, codes, or rules are not considered enrolled and will not be included as part of the compensation calculation under this part of the Agreement. Unless otherwise specifically set forth herein, or mutually agreed to in writing by the parties, the College shall have no other payment obligations to MHS.

5) Term and Termination. This Agreement is effective on the date it is fully executed by both of the parties and, unless earlier terminated, shall terminate on June 30, 2024. College may renew this Agreement on the same terms and conditions by giving written notice to MHS by July 1, 2024. All financial obligations of College under this Agreement are subject to the appropriation of sufficient funds by the Ohio General Assembly. If at any time sufficient funds are not appropriated or available to continue funding the payments due under this Agreement, this Agreement will terminate on the date the available appropriation expires without any further obligation by the College or State of Ohio. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party; provided, however, that the parties will use their best efforts to ensure that any College students then participating in the Training Program are able to complete the Training Program. In such event, all applicable provisions of this Agreement shall remain in force during the extension period from the effective date of termination, until the end of the Training Program in which the affected College students are enrolled.

6) Miscellaneous.

a) Non-Discrimination. Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

b) Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

c) Compliance with Federal Programs. MHS hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that College shall have the right to terminate this Agreement immediately in the event that MHS is Debarred. Accordingly, MHS shall provide College with immediate notice if MHS (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (ii) becomes Debarred.

d) Compliance with HIPAA. College shall direct its students participating in the Training Program to comply with the policies and procedures of MHS, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of MHS's protected health information, such students are defined as members of the MHS's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, those students are not and shall not be considered to be employees of the MHS. In addition, College agrees that the student's breach of MHS's policies concerning confidentiality may be grounds for that student to receive discipline by College, including dismissal from the Training Program and/or removal from MHS.

e) Force Majeure. In the event College's students are unable to complete the Training Program at MHS due to causes beyond the control of MHS, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond MHS's reasonable control; MHS and College shall assist the affected students in finding an alternate site to complete their training.

f) FERPA. Each party acknowledges that information (if any) received from the College regarding its students may be protected by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's and the College's written consent.

g) Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. College may refer to the affiliation with MHS in the College catalog and in other public information materials regarding the relevant College Programs. MHS reserves the right to review and request modification of the College's reference to MHS as necessary. MHS may refer to the affiliation with the College in its brochures and other public information materials having to do with clinical education programs.

h) No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than MHS and the College.

i) Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

j) Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

k) Waiver. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

l) Assignment. Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.

m) Notice. Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service to the address set forth below or such other address as the parties may specify in writing, and will be deemed given as of the date it is received by the receiving party.

If to MHS:	Memorial Health System 401 Matthew Street Marietta, Ohio 45750 Attention: Mr. Luke Smith, VP of Clinical Operations
If to College:	Washington State College of Ohio 710 Colegate Drive Marietta, Ohio 45750 Attention: Gary Barber, VP of Organizational Effectiveness

n) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

o) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.

p) Entire Agreement. This Agreement shall constitute the entire agreement and understanding between MHS and College as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

This Agreement may subsequently be modified only by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

MEMORIAL HEALTH SYSTEM

By: _____

Name: Luke Smith

Title: VP of Clinical Operations

Date: 4/2/24

WASHINGTON STATE COLLEGE OF OHIO

By: _____

Name: Gary Barber

Title: VP of Organizational Effectiveness

Date: 3/27/24

Certification of Funds:

This signature certifies the amount required to meet the obligation in which this Agreement is made, has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: 3/27/24

_____

Gary Barber, VP of Organizational Effectiveness, Washington State College of Ohio

Memorandum of Understanding to continue Articulation Agreement

In compliance with paragraph 5 of the Articulation Agreement between Marietta Memorial Hospital and *Washington State Community College*, *Washington State College of Ohio* and Marietta Memorial Hospital agree to renew and continue the current Articulation Agreement (originally executed on 07/22/2013) under the same terms and conditions with any and all addendums to date for an additional two years (through 06/30/2027).

Administrator, Sponsoring Institution

10-3-2025
date

Administrator, Washington State College of Ohio

09-19-2025
date