(02/2017-Revised)

UNIVERSITY OF CINCINNATI
ON BEHALF OF THE OCCUPATIONAL THERAPY PROGRAM
OF THE COLLEGE OF ALLIED HEALTH SCIENCES

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT, entered into this __ th day of _____, 20__, between the UNIVERSITY OF CINCINNATI on behalf of the Occupational Therapy Program of the College of Allied Health Sciences (hereafter College) and _____ (hereafter Agency), shall govern the use of the Agency's facilities by the faculty and students of the College.

WHEREAS, the College and the Agency desire to establish an agreement in regard to the use of facilities for clinical affiliation; and

WHEREAS, this Agreement defines the basis on which the Agency will serve as a clinical laboratory for the students enrolled in the College's Department of Rehabilitation Sciences Occupational Therapy Program (hereafter "Program").

NOW THEREFORE, for and in consideration of the following responsibilities to be undertaken by each party for the benefit of the other, the parties hereto mutually agree as follows:

I. RESPONSIBILITIES

A. The College to the extent allowed by law:

1. Will use the proper Agency channels to make plans for observation and experience;
2. Will comply with reasonable requirements of the Agency;
3. Will provide all didactic instruction, guidance, and evaluation required in the Program;
4. Will insure itself, its employees and students through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability. Evidence of this insurance shall be provided to Agency upon Agency's request.

B. The Agency acting within the scope of their duties:

1. Will serve as a clinical laboratory which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy;
2. Will provide staff time for planning with College faculty for student learning experiences;

3. Will provide opportunities for observation and practical experiences in the patient units and clinics and in selected departments of the Agency;

4. Will assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Agency;

5. Will provide instruction and supervision where students are working with patients and equipment and instruction in procedures;

6. Will confer with College faculty and the student on the student's progress;

7. Will allow students and faculty to use the Agency's cafeteria facilities, at their own expense, if they so desire;

8. Will provide emergency care to students or faculty for any accident, injury, or illness. The student's or faculty member's health insurance shall be billed for any Emergency Department service, and the balance billed to the student or faculty member. Responsibility for follow up care remains the responsibility of the student or faculty member;

9. Will inform the College regarding changes in clinical facilities which may affect the clinical experience of the College's students;

10. Will provide access at reasonable times and with reasonable advance notice to representatives of the College and the representatives of the College's accrediting bodies;

11. Will protect student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. & 1232 (g), and the Health Insurance Portability and Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. Agency further agrees to be liable for, and report any breach of such confidential student information or educational records to the College within five (5) days of determining such a breach;

12. Will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student education records received from, or on behalf of School or its students. The procedures will be documented and available for School to review upon request. Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall securely store or destroy student education records in accordance with its own human resource retention policies.

13. Will be responsible for enforcement of its HIPAA policies and procedures and compliance by College's students. College's students will be functioning as part of the Agency's workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Agency's HIPAA policies and procedures.

14. Will insure itself and its employees through fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability.

C. Neither the College nor the Agency will discriminate against anyone applying for or enrolled in the Program because of race, color, religion, national origin, sex, sexual orientation, age, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era.

D. Students shall not be considered employees of the Agency for any purpose and shall have no claim against the Agency under this Agreement for wages, vacation pay, workers' compensation, disability benefits, unemployment benefits, social security, or other employee benefits of any kind.

E. Students will be responsible for their own medical and dental care, except as provided in section (B)(8), and shall derive no special benefits or rights in that regard by participation in the program.

F. The College and the Agency agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate securing evidence and obtaining the cooperation of witnesses.

II. TERM

This Agreement shall become effective on the ____ day of _____, 20__ , and shall remain in full force and effect between the parties unless amended by mutual agreement or terminated. The Agreement can be terminated at the will of either party hereto upon giving the other party no less than ninety (90) days written notice of the party's intention to terminate. All students involved in the clinical experience at the time of termination shall be permitted to complete the current term.

III. GOVERNING LAW

This Agreement is executed and delivered in the State of Ohio, and it shall be governed by, construed, and administered in accordance with the laws of the State of Ohio.

IV. NOTICES

All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Agency: _____
_____
_____
_____

Copy to: _____
_____
_____
_____

If to School:

University of Cincinnati
Office of General Counsel
P.O. Box 210661
Cincinnati, Ohio 45221-0661
Attention: Contracts

College of Allied Health Sciences
University of Cincinnati
3202 Eden Avenue
Cincinnati, OH 45267
Attention: Program Coordinator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

UNIVERSITY OF CINCINNATI
on behalf of the College of Allied
Health Sciences

For the Agency:

_____ _____

Tina Whalen, EdD, DPT
Dean, College of Allied Health Sciences

_____ _____

Date Date