



Kenton County School District | *It's about ALL kids.*

## Issue Paper

**DATE:**

May 3, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The clinical affiliation agreement with the University of Cincinnati on behalf of the Coordinated Program in Dietetics of the College of Allied Health Sciences.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The affiliation agreement between the University of Cincinnati and Kenton County School District will allow the district to host a dietetic student for five weeks while the student completes their dietetics practicum. The student will be matched at the district for part of the fall or spring semester (following the University of Cincinnati school calendar).

**FISCAL/BUDGETARY IMPACT:**

None.

**RECOMMENDATION:**

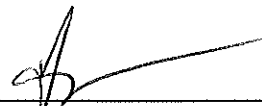
Approval to enter into the clinical affiliation agreement with the University of Cincinnati.

**CONTACT PERSON:**

Elizabeth Hord

  
Principal/Administrator

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

(8/26/16 CP)

UNIVERSITY OF CINCINNATI  
ON BEHALF OF THE COORDINATED PROGRAM IN DIETETICS  
OF THE COLLEGE OF ALLIED HEALTH SCIENCES

**CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the UNIVERSITY OF CINCINNATI on behalf of the Coordinated Program in Dietetics 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/or supervised practice experience; and

WHEREAS, this Agreement defines the basis on which the Agency will serve as a supervised practice site for the students enrolled in the College's Coordinated Program in Dietetics (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 site and/or a supervised practice site which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of dietetics;
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/or 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 facilities which may affect the supervised practice 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; and
  11. Understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232 (g) and agrees to abide by its provisions.
  12. Will insure itself and its employees through a 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 \_\_\_\_\_, \_\_\_\_\_, and shall remain in full force and effect between the parties for a period of five (5) years 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.

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 F. Whalen, EdD, DPT, MPA, PT  
Dean

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date