

CLINICAL AFFILIATION AGREEMENT

OCCUPATIONAL THERAPY ASSISTANT Agreement
Between CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE &
BOONE COUNTY SCHOOLS

This Agreement between CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE (College), an Ohio state-supported institution of higher education created pursuant to O.R.C. Chapter 3358 with its principal address as 3520 Central Parkway, Cincinnati, OH 45223 and BOONE COUNTY SCHOOLS (Facility) with its principal address as 8330 US 42, Florence, KY 41091.

WHEREAS, College has established an Occupational Therapy Assistant Program (Program), certified and accredited by the Accreditation Council for Occupational Therapy Education (ACOTE) and desires a clinical educational experience for its students; and

WHEREAS, Facility desires to provide a clinical facility for College's clinical education program and has the clinical setting and equipment needed for the Program;

NOW, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

§ 1.0 Responsibilities of Facility

§ 1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with College's academic calendar. Namely, Facility will provide, to the extent possible, suitable classroom space and facilities, equipment and supplies needed for clinical instruction at Facility.

§ 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. Facility shall ensure that an adequate number of its personnel are available to provide the College's students with meaningful clinical experiences. It is understood that Program students do not replace Facility staff.

§ 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities and records by College and by agencies responsible for College's accreditation of the Program.

§ 1.4 Facility will provide emergency care in case of illness or accident to any participating student of College, faculty or staff; provided, however, that in no event shall Facility be responsible for the costs of such care.

§ 1.5 Facility shall maintain all certifications, accreditations, and licenses appropriate for its business.

§ 1.6 Facility agrees and understands that information it may receive from the College may include student records and other personally identifiable information regarding students (“Education Records”) protected by the Family Educational Rights and Privacy Act (“FERPA”). To the extent such Education Records must be disclosed to Facility by the College in relation to this Agreement, Facility agrees to use the Education Records consistent with that purpose. Further, Facility agrees that it shall not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to the College.

§ 1.7 Facility shall retain responsibility for all aspects of treatment and care of clients. The ultimate decision for the care and treatment of all clients admitted to the Facility shall remain exclusively with the Facility.

§ 2.0 Responsibilities of College

§ 2.1 College, through its Program Chair, after consultation with Facility, shall plan and oversee the Program. College shall retain ultimate responsibility for the students’ grades, evaluations and discipline.

§ 2.2 College will provide and maintain the records and reports necessary for conducting the students’ clinical learning experience.

§ 2.3 College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of College.

§ 3.0 Application of Facility’s Rules & Procedures

§ 3.1 It is understood that College’s students and faculty, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and that such persons will be subject to Facility’s rules directly related to clinical training.

§ 3.2 College will require students and faculty to comply with Facility’s policies and procedures, including, but not limited to, matters relating to: conduct, such as dress code; OSHA safety requirements; and HIPAA regulations pertaining to use and disclosure of individually identifiable information. Facility will provide College a copy of its applicable policies and procedures, prior to the beginning of any covered academic year.

§ 3.3 Health Requirements. Facility will provide College with a list of student health requirements, if applicable. College will require each student to provide written confirmation of compliance with each health requirement listed prior to the student’s clinical training at Facility.

§ 3.4 Background Checks. College shall require students to submit to a criminal background check prior to clinical training at Facility. College will make the determination of whether to place a student at Facility based on a list of disqualifying offenses provided by Facility that it normally uses to hire its employees. Facility will provide a copy of such list of disqualifying criminal offenses to College, prior to the beginning of any covered academic year. In absence of direction from Facility as to what constitutes an unacceptable background check result, College will make this determination.

§ 8.0 Insurance

College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. *College will further maintain liability insurance to cover its students engaged in the educational experiences under this Agreement.* The limits of such policies shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate through umbrella coverage. Both Facility and College shall provide proof of such coverage to the other party upon request.

§ 9.0 Non-Assignment and Subcontracting

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld.

§ 10 Entire Agreement; Modification

This Agreement, including attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

§ 11.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance shall be brought only in an appropriate court of this State.

§ 12.0 Representation of Authority

Each of the parties that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

§ 13.0 Miscellaneous

- A. Independent Contractors.** College and Facility, respectively, are independent contractors and neither, by virtue of this Agreement or any act performed pursuant to it, shall be or become the agent of the other nor shall either of them be or become subject to control or right by the other in the performance of any act done pursuant to this Agreement. Students are not considered employees of Facility or College and they shall not be entitled to any salary or employment-based benefits.
- B. 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 Facility in the College catalog and in other public information materials regarding the relevant College programs.

§ 4.0 Student & Faculty Status

§ 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; and 4) required documentation.

§ 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students and College faculty are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of either the Facility or the College.

§ 5.0 Student Removal

§ 5.1 Facility will recommend to College the withdrawal of a Program student if: 1) the achievement, progress, or health of the student does not warrant continuation at Facility; or 2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist College, if necessary, in implementing this recommendation.

§ 5.2 Facility reserves the right, exercisable in its discretion after consultation with College, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

§ 6.0 Term and Termination

§ 6.1 This Agreement shall be effective **October 4, 2024** and shall remain in effect for an initial term of one (1) year.

§ 6.2 Renewal. The term of the Agreement will automatically renew for successive one-year periods, subject to 90 days written notice to not renew by either party.

§ 6.3 Termination. This Agreement may be terminated at any time by either party by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility.

§ 7.0 Non-Discrimination

Facility and College agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, or veteran status, and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to Robbin S. Hoopes, Provost, 3520 Central Parkway, Cincinnati, OH 45223.

C. Notice.

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

Robbin S. Hoopes, Provost
Cincinnati State Technical and Community College
3520 Central Parkway
Cincinnati, OH 45223
513.569.1511
robbin.hoopes@cincinnatiastate.edu

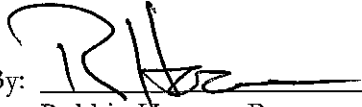
Dr. Jeff Hauswald, Superintendent
Boone County Schools
8330 US 42
Florence, KY 41091
859-283-3228

§ 14.0 Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ___ day of _____, 20__.

CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE

By: 
Robbin Hoopes, Provost

10/4/24
Date

BOONE COUNTY SCHOOLS

By: _____
Dr. Jeff Hauswald
Superintendent

Date