

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”) is between Northern Kentucky University, an educational institution, “University,” and Beechwood Independent Schools, “Facility” hereinafter “the Parties.”

The Purpose of this Agreement is to provide clinical instruction and training for occupational therapy students enrolled in the University’s College of Health and Human Services. Students will receive such instruction and training from Facility at the following location(s): Beechwood Independent Schools, 54 Beechwood Road, Fort Mitchell, KY 41017.

WHEREAS, the Parties agree as follows:

I. Term of Agreement. This Agreement shall be for a term of three years, commencing on [date] and terminating on [date], unless terminated in accordance with the terms of this Agreement. This Agreement may thereafter be renewed annually in a separate Agreement, signed by the Parties hereto.

II. Responsibilities of University

A. University shall assign qualified students who are concurrently enrolled in the didactic portion of their program to Facility for clinical experience. The period of time for each student’s clinical experience shall be determined and agreed upon in writing by the Parties prior to the beginning of the clinical experience.

B. University shall assume full responsibility for each student’s education, including planning and executing the clinical experience program. University shall designate one or more faculty coordinators who shall confer periodically with Facility’s designated liaison and other personnel involved in the clinical program to discuss, plan, and evaluate the clinical program.

C. Prior to permitting a student to participate in the clinical program, University shall provide to Facility appropriate documentation for each student confirming testing, vaccinations, and trainings required by Facility. Said requirements are outlined in Exhibit A.

D. Each student assigned to Facility shall submit to a background check, at the University’s expense. Facility has the right to refuse student the opportunity to participate in the clinical experience upon receipt of an unsatisfactory background check.

E. University shall work in cooperation with Facility to orient students to their responsibilities pursuant to this Agreement and rules and regulations of the Facility.

F. University shall provide its students, faculty, and staff with insurance coverage consisting of professional liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 aggregate and general commercial liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. University shall present a certificate of insurance evidencing such coverage upon request of Facility.

III. Responsibilities of Facility

A. Facility shall appoint a Designated Liaison who shall be responsible for the coordination and implementation of the clinical program with the Faculty Coordinators and Instructors. An individual may be both an Instructor and Designated Liaison.

B. Facility shall appoint qualified and licensed instructors who are clinically proficient in the areas in which they supervise to be responsible for the clinical instruction and supervision of students while at Facility. Instructors shall work in cooperation with the Designated Liaison and Faculty Coordinators.

C. Facility will remain responsible for the ultimate care and safety of its patients. Students shall not perform clinical services in lieu or on behalf of Facility staff. A student is considered a member of Facility's workforce only for purposes of, and as defined under, HIPAA and the HITECH Act. University faculty, staff, and students are not entitled to compensation or benefits from Facility. Likewise, students are not entitled to employment with Facility upon program completion.

D. Facility shall orient students with respect to the rules, regulations, and policies of Facility and information required by the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, including fire safety, infection prevention, and hazards in the workplace.

E. Facility shall provide emergency treatment to students who become ill or injured during clinical experience. Students shall be responsible for any charges, follow-up care or treatments, which are required for the emergency care. Facility shall advise University as soon as practicable if students are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by students.

F. To the extent Facility generates or maintains educational records relating to a participating student, Facility agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the education records of the participating student(s) to the extent access to the University's records is required by Facility to carry out the terms of this Agreement.

IV. Responsibilities of the Parties

A. Each party agrees not to use the other's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other party. Students shall not publish any material relative to the clinical experience without first obtaining Facility's consent, which may be withheld in its sole discretion.

B. Each party shall be considered an independent party and shall not be construed to be an agent or representative of the other party. Neither party shall assign, subcontract, or transfer any

of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.

C. The Parties agree that they shall not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, sex, handicap, or disability in connection with this Agreement and that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

D. University, its employees and students, shall maintain the confidentiality of all patient records and data, including individually identifiable health information, and obtain appropriate authorization prior to any disclosure of such records and data. University acknowledges and agrees that neither it, nor its employees or students, shall receive access to any patient information beyond the minimum amount of information necessary to accomplish the intended purpose of this Agreement. Facility shall train University employees and students who participate in the program on the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and its various regulations in the same manner as all workforce of Facility as that term is defined by HIPAA and its implementing regulations. The Parties acknowledge that neither University nor its employees or students are business associates of Facility.

E. This Agreement may be terminated upon a material breach by the Parties of any of the obligations under this Agreement that the breaching party fails to cure within thirty (30) days' written notice of said breach from the non-breaching party. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. In the event of termination, all students assigned to Facility under this agreement at the time of termination shall be provided the opportunity to finish the clinical experience until the end of the current semester.

F. Any modification, amendment, supplement, or rescission of the terms of this Agreement shall not be effective unless in writing and signed by the authorized representatives of the Parties.

G. This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding with respect to the subject matter hereof, and shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto.

H. This Agreement between the Parties is not exclusive and the Parties may enter into agreements with other entities at any time.

I. This Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky. Each party understands and agrees that University is a Kentucky public agency and any and all allegations and claims for negligence against the University shall be brought before the Kentucky Board of Claims.

J. All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand or United States registered or certified mail, return receipt requested, the following:

UNIVERSITY: ATTN: [insert NKU employee name]
Northern Kentucky University
College of Health Professions
1 Nunn Drive, HC 206
Highland Heights, KY 41099

FACILITY: Beechwood Independent Schools

54 Beechwood Road

Fort Mitchell, KY 41017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duty
authorized representatives on the dates below written.

NORTHERN KENTUCKY UNIVERSITY

BEECHWOOD SCHOOLS

Name: Gannon Tagher
Title: Dean, CHHS
Date:

Name: Justin Kaiser
Title: Superintendent
Date:

Name: Abdou Ndoeye
Title: Vice Provost – Academic Affairs
Date:

Exhibit A

[Insert Facility requirements for testing, vaccinations, and trainings]