

University of Cincinnati

College of Allied Health Sciences

Field Instruction – Affiliation Agreement

THIS FIELD INSTRUCTION AFFILIATION AGREEMENT (the “Agreement”), effective the date last signed below (the “Effective Date”), is entered into by and between the **UNIVERSITY OF CINCINNATI**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, having its primary business address at 2618 University Circle, 625 University Pavilion, Cincinnati, OH 45221, on behalf of its College of Allied Health Sciences (the “School”) and Beechwood Independent School District (the “Site”) and shall govern the use of the Site’s facility as an approved setting for field instruction in the School’s baccalaureate program and/or its graduate specializations in direct practice and social welfare administration. School and Site may be individually referred to herein as a “party”, and collectively as the “parties”.

WHEREAS, it is to the mutual benefit of the Site and the School to cooperate in educational programs using the facilities of the Site; and

WHEREAS, it is in the best interests of the parties to jointly plan for the organization, administration and operation of certain educational programs.

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

Unless lined out, the following School programs are included in this Agreement:

- Advanced Medical Imaging Technology – MRI
- Advanced Medical Imaging Technology – Nuclear Medicine
- Athletic Training
- Audiology
- Clinical Laboratory Sciences (DCLS)
- Health Informatics
- Medical Laboratory Science (BS)
- Nutrition/Dietetics
- Occupational Therapy
- Physical Therapy
- Respiratory Therapy
- Social Work
- Speech-Language Pathology

ARTICLE I – SCHOOL RESPONSIBILITIES

- A. The School will work cooperatively with the Site, using appropriate channels, in designating appropriate field learning experiences. The School will also work with the student and field instructor in deciding the educational appropriateness, timing, and feasibility of particular field learning experiences. These experiences may be within the Site, or in outside "satellite" placements.

- B. The School will respect the autonomy of the Site to set its own program and Site identity primarily as a service delivery system and only secondarily as a professional training resource.
- C. The School will select and/or recommend students in good standing to be placed at the Site and will make alternate plans for placement of student(s) in the event that such planning becomes necessary.
- D. The School will designate a member of the faculty to serve as fieldwork liaison to the Site. The liaison will periodically visit, either in person or virtually, the Site to review student progress and consult with the field instructor on learning patterns and problems.
- E. The School will provide opportunities for field instructors to review curriculum development efforts and have input into this process.
- F. The School will share student evaluations of the field placement experience and participate with the Site in decision-making regarding on-going field placement opportunities.
- G. The School will insure its employees, and students while participating in the program, through a comprehensive program of self-insurance covering both general liability and medical professional liability, with limits not less than \$1 Million per occurrence and \$3 Million in the annual aggregate. Evidence of this insurance shall promptly be provided to the Site upon the Site's request. If employees of the School will be on the Site's facilities with students during the affiliation experience, the School shall promptly provide, upon request, evidence of Workers' Compensation insurance covering its employees. Individual learners, who do not meet School's criteria for student status, are not covered by the School. These students shall carry appropriate commercial general liability insurance of not less than \$1 Million per occurrence and \$3 Million in the aggregate. Evidence of this insurance shall promptly be provided to the Site upon the Site's request.
- H. The School will carry final responsibility for educational decisions concerning the student (e.g., grades, credits, hours at the Site, and the field-course curriculum in the Site and/or satellite field placement).
- I. The School will provide the Site with electronic access and/or a copy of the School's current Graduate Program Field Instruction and/or Undergraduate Program Field Instruction Manual, along with student evaluation forms.
- J. The School will ensure students involved in the educational program at the Site receive general training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the Site's facilities.
- K. *Additional responsibilities of the School of Social Work include:*
 - 1) The School agrees to provide all students with electronic access to and/or copies of the National Association of Social Workers Code of Ethics, as well as provide applicable training on such Code of Ethics and safety in the field.
 - 2) The School agrees to provide all students with electronic access to and/or copies of the current Ohio Counselor, Social Worker & Marriage and Family Therapist Board Laws & Rules.
 - 3) If requested by Site, student shall be responsible for completion of a criminal background check conforming to Site-specific criteria. The student will submit the results of the criminal background check to Site.
 - 4) If requested by Site, student shall be responsible for completion of a drug

screening conforming to Site-specific criteria. The student will submit the results of the drug screening to Site.

- L. *Additional responsibilities of the Advanced Medical Imaging Technology Program*
 - 1) The School shall require faculty assigned to the Site under this Agreement to supply to the Site their credentials at the request of the Site, to include: documentation that the faculty member is free of communicable disease, current immunizations, and evidence of at least basic life support certification in cardiopulmonary resuscitation. The certification card must show inclusive dates.
- M. *Additional responsibilities of the Athletic Training Program*
 - 1) The School will provide students with information regarding expectations for the educational program and general instruction needed for students to perform specific assigned tasks.
 - 2) The School will provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations.
- N. *Additional responsibilities of the Medical Laboratory Science Program*
 - 1) The School will maintain a file for each student. The student's file will contain immunization records and documentation of health preventative measures as required by the School;
 - 2) The School will remove or reassign any student that is not compliant with the Site's policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or Site operations.
 - 3) The School will secure and maintain Program accreditation from NAACLS

ARTICLE II – SITE RESPONSIBILITIES

- A. The Site will permit students to use its facilities during the period of placement, including: (a) space for students that are sufficiently private for carrying on independent work and activities, (b) clerical service for those records and reports which are produced for the Site, (c) access to client and Site records; and (d) cafeteria facilities.
- B. The Site will provide the physical facilities and equipment necessary to conduct the educational program.
- C. The Site will consult with the School, as early as possible, when concerns develop regarding a student's progress or performance.
- D. The Site will provide reimbursement whenever possible for student travel expenses on Site business.
- E. The Site will observe the School's academic calendar with respect to student holiday and vacation periods.
- F. The Site will provide access at reasonable times and with reasonable advance notice to representatives of the School and its accrediting bodies.
- G. The Site will protect student confidential information and education records from disclosure and will abide by all applicable laws, including but not limited to, the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. & 1232 (g), and agrees to abide by its provisions. The Site will 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, Site shall securely store or destroy student education records in accordance with its own human resource retention policies. The Site will report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.

- H. The Site will insure itself and its employees, agents, and volunteers through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability.
- I. The Site will provide emergency care to students or faculty for any accident, injury, or illness that occurs at Site's facilities. The student or faculty member or their respective health insurance can be billed for any Emergency Department service. Responsibility for follow up care remains the responsibility of the student or faculty member.
- J. The Site will confer with the School faculty and the student on the student's progress.
- K. The Site 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 interest.
- L. The Site will provide staff time for planning with School faculty for student learning experiences.
- M. The Site will provide opportunities for observation and practical experiences in the patient units and clinics and/or in selected departments of the Site.
- N. The Site will assist in the orientation of faculty and students to the Site's physical facilities, policies, and procedures.
- O. The Site will provide instruction and supervision where students are working with patients and equipment and instruction in procedures. The students will be functioning as part of the Site's workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Site's HIPAA policies and procedures. The Site will be responsible for the enforcement of its HIPAA policies and procedures and compliance by the students.
- P. *Additional responsibilities for Sites collaborating with the School of Social Work*
 - 1) The Site will abide by provisions of 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. Site will be responsible for and report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.
 - 2) The Site will involve the student in the total Site program as appropriate and select assignments for the students in keeping with their educational needs.
 - 3) The Site will provide qualified staff as field instructors, subject to approval by the School, to supervise the performance of the student.
 - 4) The Site will assure that each field instructor has adequate time within his/her work schedule to: (a) meet the educational needs of the student through development of learning opportunities; (b) prepare for regularly scheduled individual conferences with student for a minimum of one (1) hour per week of formal supervision and ½ hour per week of availability informally for questions; (c) meet with the faculty liaison at periodic intervals to discuss learning opportunities and student performance; (d) prepare reports and evaluations as

required by the School; and (e) attend appropriate School sponsored meetings, institutes, and seminars where feasible.

Q. *Additional responsibilities for Sites collaborating with the Communication Sciences and Disorders Program (Audiology and Speech-Language Pathology), Occupational Therapy Program, and Physical Therapy Program:*

- 1) The Site will abide by provisions of 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. Site further agrees to be liable for, and report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.

R. *Additional responsibilities for Sites collaborating with the Medical Laboratory Science Program:*

- 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 Laboratory Medicine.
- 2) Will name a contact individual for planning with School faculty for student learning experiences and who will oversee student activities at the Site.
- 3) Will inform the School regarding changes in clinical facilities which may affect the clinical experience of the School's students.
- 4) Students shall not be considered employees of the Site, while performing activities related to and for the completion of their clinical experience, for any purpose and shall have no claim against the Site under this Agreement for wages, social security, or other employee benefits of any kind.

ARTICLE III – JOINT RESPONSIBILITIES

- A. In the event that either party 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 reasonably cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses. Notice shall be provided by either party of any potential claim as soon as the claim, or potential claim, is known.
- B. The maximum number of students assigned to the Site during any instructional period shall be established by mutual agreement. The Site reserves the right to limit the number of students it accepts for affiliation.
- C. Where areas of difference exist or occur in rules, regulations, or questions of School work, field experience, or other Site practices, the Site rules, regulation or practices shall prevail, and such conflict shall be referred to the School and Site field instructor.
- D. There shall be no discrimination based on race, color, religion, national origin, sex, sex orientation, age, physical or mental disability or status as a disabled veteran or veteran of the Vietnam era, or on any other legally protected basis.
- E. The parties each agree to comply, at its own expense, with the provisions of all applicable state, local and federal laws, regulations, ordinances, requirements and codes, including but not limited to OSHA, which are applicable to this Agreement. 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.
- F. Nothing contained in this Agreement shall be construed to create a joint venture,

partnership, agent or employment relationship as between School and Site. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.

- G. Except as otherwise provided for herein, students will be responsible for their own medical and dental care and shall derive no special benefits or rights in that regard by participation in the program.
- H. This Agreement shall continue for a term of five (5) years from the Effective Date. This Agreement can be terminated at the convenience of either party hereto upon giving the other party no less than ninety (90) days' prior written notice of the party's intention to terminate. All students involved in the field instruction experience at the effective date of termination shall be permitted to complete their current educational term.
 - a. Notice to the School shall be in writing and sent by United States regular mail, postage prepaid, to:

University of Cincinnati
College of Allied Health Sciences
3225 Eden Avenue
PO Box 670394
Cincinnati, OH 45267-0394
Attn: Clinical Contracts

With copy to:

Office of General Counsel
University of Cincinnati
PO Box 210623
Cincinnati, OH 45221-0623

- b. Notice to Site shall be in writing and sent by United States regular mail, postage prepaid, to:

Natalie Whalen and/or Lauren Steltenkamp__
50 Beechwood Rd. _____
Ft. Mitchell, KY 41017 _____

- I. The terms and conditions of this Agreement can only be modified by mutual written agreement of the parties.
- J. *Additional mutual responsibilities pertaining to the School of Social Work*
 - 1) The parties will follow the standards and guidelines of the School's current Graduate Program (MSW) Field Instruction Manual and/or Undergraduate (BSW) Program Field Instruction Manual.
- K. *Additional mutual responsibilities pertaining to the Department of Advanced Medical Imaging Technology*
 - 1) The parties agree that when Site staff serve as preceptors supervising students'

clinical experiences, the preceptors: a) may not supervise more than two (2) students at any one time, and b) will implement the clinical education plan at the direction of a faculty member participating in the course in which the student is enrolled. Preceptors and roles and responsibilities of the preceptors and faculty will be mutually agreed upon by the Site and School.

L. *Additional mutual responsibilities pertaining to the Athletic Training Program*

- 1) Objectives will be established for fieldwork experiences and internship by the School with approval of the Site's clinical coordinator.
- 2) School and Site shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the students' clinical experience.

M. *Additional mutual responsibilities pertaining to the Medical Laboratory Sciences program:*

- 1) Students shall not be considered employees of the Site, while performing activities related to and for the completion of their clinical experience, for any purpose and shall have no claim against the Site under this Agreement for wages, social security, or other employee benefits of any kind.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives as of the Effective Date.

UNIVERSITY OF CINCINNATI

SITE:

By: _____

By: _____

Name: Charity E. Accurso, PhD

Name: _____

Title: *Dean, College of Allied Health Sciences*

Title: _____

Date: _____

Date: _____

Please complete the required information and return, signed, to the College of Allied Health Sciences at the University of Cincinnati. A fully signed copy will be sent back to you for your records.