EDUCATION AFFILIATION AGREEMENT

This contract is entered into on this _______ day of __________ by and between _________ Hospital (hereinafter referred to as the “Organization”) and the University of Cincinnati, on behalf of its College of Allied Health Sciences (hereinafter referred to as ”University”).

WITNESSETH

WHEREAS, University has the desire to offer experience for students wishing to obtain clinical experience in the area of athletic training (“Clinical Program”); and

WHEREAS, Organization desires to obtain for its students such experience;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged and the parties agree to the following:

I. RIGHTS AND RESPONSIBILITIES OF UNIVERSITY:

   A. University will schedule students for the Clinical Program in collaboration with the Organization and consistent with accepted nondiscriminatory practices.

   B. University will assign to the Clinical Program only those students who satisfactorily completed the prerequisite portions of the curriculum.

   C. University will provide students with information regarding expectations for the Clinical Program and with general instruction needed for students to perform specific assigned tasks.

   D. University agrees that each student and faculty member assigned to work with the Organization is in good standing with the University and, if applicable, is licensed through the appropriate licensure board.

   E. University agrees to provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations.

   F. University agrees to insure the University and its employees and students while they are acting on the University’s behalf through a comprehensive program of self-insurance. The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program. Evidence of this insurance shall be provided to Organization upon Organization’s request.
II. **RIGHTS AND RESPONSIBILITIES OF ORGANIZATION:**

A. Organization agrees to provide the physical facilities and equipment necessary to conduct the Clinical Program.

B. Organization agrees to provide emergency care for any accident, injury, or illness at the student's expense. Organization agrees to provide necessary orientation and a copy of appropriate policies and procedures essential to the conduct of the Clinical Program.

C. Organization will hold itself available at all reasonable times, as designated by the University in consultation with Organization, for the fieldwork experiences relative to the Clinical Program.

D. Organization agrees to permit, at reasonable times and with reasonable advance notice, the inspection of Organization, the services available for the clinical experiences, and other items pertaining to the Clinical Program by University or by University’s accreditation agencies.

E. Organization agrees to allow students and supervising faculty of University access to Organization’s library facilities and cafeteria on the same basis as Organization’s employees, including cafeteria discounts.

F. Organization agrees to allow students and faculty of University parking in the Organization’s lots on the same basis as it provides parking to employees of Organization, space permitting.

G. Organization agrees to follow all applicable portions of University’s curriculum guide relative to the clinical experience. Organization will provide a Clinical Education Liaison.

H. Organization 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, including not releasing any such records.

I. Organization shall 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 University or its students. The procedures will be documented and available for University to review upon request. Upon termination, cancellation, expiration or other conclusion of the agreement, Organization shall securely store or destroy student education records in accordance with its own human resource retention policies.
J. Organization shall 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.

K. Organization reserves the right to restrict the clinical activities of students with evident symptoms of communicable infections until such time as the symptoms abate or the student is determined not to be infectious by Organization.

L. Organization reserves the right to restrict student involvement in procedures, tasks and/or other activities, as deemed necessary by the Clinical Education Liaison or other Organization staff.

M. Organization reserves the right to terminate the placement of student at Organization’s location if Organization reasonably believes that the student is disruptive to Organization, poses a threat to safety and well being of the Organization’s students and/or employees, or does not meet the Organization’s standards and policies for health, safety, dress, appearance, or ethical behavior. Such action will not be taken until the grievance against the student has been discussed with and appropriate representative of the University, and both the Organization and University agree to such action.

III. Joint Responsibilities:

A. Objectives will be established for fieldwork experiences and internship by the Clinical Education Liaison with approval of the Clinical Coordinator.

B. University and Organization shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the students' clinical experience.

C. There shall be no criteria for admission to either Organization or the Clinical Program based upon considerations of race, sex, religion, age, national origin or qualified disability under the Americans with Disabilities Act.

D. The number of students placed with Organization shall be mutually agreed upon by both University and Organization. The Organization shall have the right to refuse a clinical fieldwork experience should staffing levels prevent a quality learning experience.

E. The Organization and the University agree, that in the event 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 in securing evidence and obtaining the cooperation of witnesses. However, University and Organization shall retain sole responsibility for providing their own legal defense against such claims, including retaining their own legal counsel and paying for any and all legal fees, damages and awards arising from such claims.
F. Both parties agree that there will be no financial compensation for the services provided during Student's clinical experience.

G. Both parties agree that they will both abide by all Federal, state and local laws applicable to this agreement.

IV. MISCELLANEOUS TERMS

A. 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.

B. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or 3 days after being mailed to the following addresses:

ORGANIZATION    Office of General Counsel
University of Cincinnati
P.O. Box 210661
Cincinnati, OH 45221-0661
Attn: Contracts/Affiliation Agmts

C. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supercedes all prior written or oral negotiations in agreement between them regarding the subject matter hereof. This Agreement may be amended only in writing which writing must be signed by both of the parties.

IN WITNESS WHEREOF, parties hereto have set their hands and seals, the day and year first above written.

ORGANIZATION    UNIVERSITY OF CINCINNATI

By: __________________________     By: __________________________
Name: __________________________     Name: __________________________
Title: __________________________    Title: __________________________