EDUCATION AFFILIATION AGREEMENT

This contract is entered into on this ______ day of __________ by and between __________ (hereinafter referred to as the "High School") and University of Cincinnati on behalf of its School of Human Services (hereinafter referred to as "University").

WITNESSETH

WHEREAS, the High School has the desire to offer experience for University’s students ("student") wishing to obtain clinical experience in the areas of physical therapy/athletic training and health promotion and education; and

WHEREAS, University 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. Responsibilities of UNIVERSITY:

A. University will schedule students for the Clinical Program in collaboration with the High School 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 High School is in good standing with the University and, if applicable, is licensed through the appropriate licensure board.

E. University shall provide copies of records related to student and faculty members good standing with the University to the High School as requested, but, with regard to student records, only with the consent of the student.

F. University agrees to provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations.
G. University shall insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance of a combination thereof, for professional and general liability.

II. Responsibilities of the HIGH SCHOOL:

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

B. High School agrees to provide emergency care for any accident, injury, or illness at the student's expense.

C. High School agrees to provide necessary orientation and a copy of appropriate policies and procedures essential to the conduct of the Clinical Program.

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

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

F. High School agrees to allow students and supervising faculty of University access to High School's library facilities and cafeteria on the same basis as High School's employees, including cafeteria discounts.

G. High School agrees to allow students and faculty of University parking in the High School's lots on the same basis as it provides parking to employees of High School, space permitting.

H. High School agrees to follow all applicable portions of University's curriculum guide relative to the clinical experience.

I. High School will provide a Clinical Education liaison.

J. High School will protect University student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the Federal Family Education Rights and Privacy Act (FERPA), 20 U.S.C. & 1232 (g), and 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. High School further
agrees to be liable for, and report any breach of such confidential student information or educational records to the University within five (5) days of determining such a breach.

K. High School 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, High School shall securely store or destroy student education records in accordance with its own human resource retention policies.

L. High School will be responsible for enforcement of its HIPAA policies and procedures and compliance by the University’s students. The University’s students will be functioning as part of the High School’s workforce pursuant to 45 C.F.R. §160.103 and will be subject to the High School’s HIPAA policies and procedures.

M. High School shall insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance of a combination thereof, for professional and general liability.

III. Joint Responsibilities:

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

B. High School 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 High School.

C. High School reserves the right to restrict student involvement in procedures, tasks and/or care and treatment of patients, as deemed necessary by the Clinical Education liaison or other High School staff.

D. High School reserves the right to immediately terminate the placement of student at High School's location if High School reasonably believes that the student is disruptive to High School, poses a threat to safety and well-being of the High School's patients and/or employees, does not meet the High School's standards and policies for good patient care, health, safety, dress, appearance of ethical behavior. Such action will not be taken until the grievance against the student has been discussed with the student's School supervisor or other appropriate representative of the School, and

(Revised 12/2015)
both the School and High School agree to such action. However, if the student's behavior poses an immediate threat to the effective delivery of health care services to patients of High School, High School may take such action immediately.

E. High School and School shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the students' clinical experience.

F. There shall be no discriminatory criteria for admission or enrollment to either School or the Clinical Program based upon considerations of race, color, sex, religion, age, national origin, status as a disabled veteran, any qualified disability under the Americans with Disabilities Act or any other group deemed protected class pursuant to any state or federal statute, regulation or act.

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

H. The School and the High School agree, that in the event either becomes aware of a claim asserted by any persona 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 High School 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.

I. This agreement shall become effective on the _____ day of ____________ and shall continue in effect with the understanding that this agreement may be reviewed annually and revised, if necessary. The contract 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.

J. Both parties agree that there will be no financial compensation for the services provided during Student's internship.

K. 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:

(Revised 12/2015)
For High School:  
________________________  
________________________  
________________________  
Attn: ____________________

For University:  
University of Cincinnati  
526 Teachers College  
Cincinnati, OH 45221-0068  
Attn: Janet Graden, PhD

IV. MISCELLANEOUS

A. This Agreement is executed and delivered in the State of Ohio, and it shall be governed by, construed, and administered with the laws of the State of Ohio.

B. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes 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.

HIGH SCHOOL                      UNIVERSITY OF CINCINNATI

By:_____________________________  By:_____________________________

Name:____________________________  Name:__________________________

Title:____________________________  Title:__________________________

Date:____________________________  Date:__________________________

(Revised 12/2015)