EDUCATION AFFILIATION AGREEMENT

This contract is entered into on this __________ day of ________________ by and between Opiate Addiction Replacement Services (OARS) (hereinafter referred to as “Organization”) and the University of Cincinnati, on behalf of its School of Human Services (hereinafter referred to as “University”).

WITNESSETH

WHEREAS, University has the desire to offer experience for students wishing to obtain a clinical internship in the area of substance abuse counseling; and

WHEREAS, ORGANIZATION desires to obtain for its students such internship;

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 internship in collaboration with the ORGANIZATION and consistent with accepted nondiscriminatory practices.

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

C. University will provide students with information regarding expectations for the clinical internship 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 insure provision of 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 (client care) liability is provided through a self-insurance program. Evidence of this insurance shall be provided to the ORGANIZATION upon ORGANIZATION’S request.
II. Rights and Responsibilities of ORGANIZATION:

A. ORGANIZATION agrees to provide the physical facilities and equipment necessary to the clinical internship. The ORGANIZATION’s personnel which provides supervision for clinical interns will hold LICDC/Clinical Supervisor licensure or the equivalent.

B. ORGANIZATION agrees to address 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 internship.

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

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 internship by University or by University’s accreditation agencies.

E. 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.

F. ORGANIZATION agrees to follow all applicable portions of University’s curriculum guide relative to the clinical internship. ORGANIZATION will provide a Clinical Education Liaison.

G. ORGANIZATION will protect student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the Federal Family Educational 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. ORGANIZATION further agrees to be liable for, and report any breach of such confidential student information or educational records to the College within five (5) days of determining such a breach.

H. 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 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, ORGANIZATION shall securely store or destroy student education records in accordance with its own human resource retention policies.
I. ORGANIZATION will be responsible for enforcement of its HIPAA policies and procedures and compliance by School’s students. School’s students will be functioning as part of ORGANIZATION’s workforce pursuant to 45 C.F.R. §160.103 and will be subject to ORGANIZATION’s HIPAA policies and procedures.

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 students 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 an 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 University Internship Coordinator.

B. University and ORGANIZATION shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the student’s clinical experience.

C. There shall be no criteria for admission to either clinical internship or ORGANIZATION 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 internship 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, 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 the Student’s clinical internship.

IV. Miscellaneous Terms

A. 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 internship 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: University of Cincinnati

____________________    _______________________
____________________    Cincinnati, OH 45221
Attn:    Attn: ___________________

C. 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.

ORGANIZATION

BY: __________________________
Name:________________________
Title:________________________
Date:________________________

UNIVERSITY OF CINCINNATI

BY: __________________________
Name:________________________
Title:________________________
Date:________________________