EDUCATIONAL AFFILIATION AGREEMENT

This Agreement, entered into this [date], between The University of Cincinnati on behalf of the EMS Technology Programs (hereinafter referred to as “the School,”) and [Hospital name] (hereinafter referred to as the “Hospital”), shall govern the use of the Hospital’s facilities for the clinical affiliation of Hospital and School.

Whereas, it is to the mutual benefit of the Hospital and the School to cooperate in educational programs and allow School students to use the Hospital’s facilities for clinical experience to further develop their skills and expertise, and

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

Now Therefore, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

ARTICLE 1 – SCHOOL RESPONSIBILITIES

A. The School agrees that each student assigned to work with the Hospital is in good standing and has on record:
   (1) a physical examination showing that the student is free of communicable diseases, including results of tuberculosis (x-ray and/or skin) tests:
   (2) coverage under a policy of health insurance;
   (3) current immunizations (See addendum A).

The School shall provide such records to the Hospital at Hospital’s request, with the mutual understanding that that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232 (g) and parties agree to abide by its provisions.

B. The standards and philosophy of education, the instruction, and preparation of all instructional schedules and plans, including hours of clinical experience, shall be the responsibility of the School. These standards and plans shall be made available to authorized Hospital personnel.

C. School and School’s instructors shall plan and coordinate student clinical experiences at Hospital in consultation with Hospital’s liaison. School shall inform the Hospital of the course objectives and educational methods desired or required for the clinical program. The clinical experience will supplement the theoretical instruction.

D. The School shall insure itself, its employees and students through a fiscally sound program of self-insurance or commercial insurance or a combination thereof for professional and general liability. Evidence of this insurance shall be provided upon request.

E. The School shall make all reasonable effort to assure that the students comply with Hospital policies and procedures.

F. The School shall provide information in advance of the students’ affiliation regarding the students’ education, training, prior experience, levels of competency and such other information the Hospital deems necessary.
The student will view the audio-visual presentation on HIPPA and will sign an agreement acknowledging understanding of the strict federal regulations imposed on the privacy of medical information and the rigid security standards placed on individually identifiable health information.

**ARTICLE II – HOSPITAL RESPONSIBILITIES**

A. The Hospital shall provide students with clinical and observational experience that meets the objectives of the School’s program and will provide the educational opportunities for certification under state requirements.

B. The Hospital maintains administrative and professional control of students insofar as their presence in the Hospital affects the Hospital’s operations and the direct or indirect care of the Hospital’s patients.

C. The Hospital shall inform School of any changes in clinical facilities which may affect the clinical experience of the School’s students.

D. The Hospital shall provide emergency care to students for any accident, injury or illness. The student’s health insurance shall be billed for any Emergency Department service, and the balance billed to the student. Responsibility for follow-up care remains the responsibility of the student.

E. The Hospital shall provide information regarding each student’s performance in the clinical setting in a format provided by the school.

F. The Hospital shall retain the right to require the removal from or deny access to its facilities to any student who fails to conform to Hospital’s rules and regulations or who may have a detrimental effect on the care of the Hospital’s patients. Unless the student presents an immediate threat to the health or welfare of Hospital’s patients, the School shall be informed prior to a student’s being denied access to the facility and shall have the opportunity to negotiate the student’s continuation in the clinical experience.

G. The Hospital shall make available to the School its policies and procedures which affect the educational experience of its students.

H. The Hospital shall provide the following, as available:

1. space or facilities for conference and classroom areas for the teaching of students;
2. audiovisual for clinical conferences;
3. lounge and locker space;
4. use of the library and reference materials;
5. orientation to the Hospital, including its policies, procedures, rules and regulations.

I. The Hospital shall provide access at reasonable times and with reasonable advance notice to representatives of the School and to representatives of the School’s accrediting bodies.

J. Hospital will not assign students in any way which would require the student to do work which would otherwise be performed by employees of the Hospital.
K. Hospital understands and agrees that student educational records belong to School, that the confidentiality of all such records are protected by federal statute, and that no records will be released except in accordance with federal law.

L. The Hospital 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.

M. Hospital understands and agrees that information embodied in education records is protected from disclosure pursuant to the Federal Family education and privacy Rights Act (FERPA), 20 U.S.C. Section 1232 (g) and agree to abide by its provisions.

N. Hospital 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. Agency 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.

O. Hospital 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, Agency shall securely store or destroy student education records in accordance with its own human resource retention policies.

P. Hospital 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 the Agency’s workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Agency’s HIPAA policies and procedures.

**ARTICLE III – JOINT RESPONSIBILITIES**

A. Each of the Hospital and the School shall designate liaison personnel to assure systematic planning and the exchange of information regarding the students’ clinical experience.

B. The School and the Hospital agree that, in the event that 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 defending the claim, securing evidence, and obtaining the cooperation of witnesses.

C. The students assigned to the Hospital during any instructional period shall be established by mutual agreement _____ days in advance of any students’ clinical affiliation with the Hospital. The Hospital reserves the right to limit the number of students it accepts for affiliation.

D. Where areas of difference exist or occur in rules, regulations, or questions of clinical, medical or other Hospital practices, the Hospital rules, regulations or practices shall prevail and such conflict shall be referred to School and Hospital liaison personnel.
E. School and Hospital agree that in the administration and conduct of the clinical affiliation, neither party shall discriminate against any student on the basis of race, creed, color, sex, age, national origin or disability.

F. Students shall be responsible for their personal expenses, including meals, transportation, and parking. Students are entitled to the same Hospital discounts for these items as employees.

**ARTICLE IV – MISCELLANEOUS**

A. Students shall not be entitled to employment at Hospital upon completion of the affiliation. Neither students nor instructors participating in this affiliation shall be considered employees of Hospital for any purpose and shall have no claim against Hospital under this Agreement for wages, vacation pay, sick leave, worker’s compensation, disability benefits, unemployment benefits, withholding of any kind, or any other employee benefit.

B. This agreement shall become effective on _________________________ and shall remain in full force and effect until terminated by either party 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.

_In Witness Whereof_, we have hereunto set our hands.

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Date:

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Date:

The University of Cincinnati on behalf of University’s EMS Technology Programs

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Date:

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Date: