UNIVERSITY OF CINCINNATI
ON BEHALF OF THE COLLEGE OF ALLIED HEALTH SCIENCES

EDUCATIONAL AFFILIATION AGREEMENT

THIS AGREEMENT, entered into between the UNIVERSITY OF CINCINNATI on behalf of its Department of Advanced Medical Imaging Technology of the College of Allied Health Sciences, hereinafter referred to as the "School" and ____________________________ hereinafter referred to as the "Agency," shall govern the use of the Agency's facilities by the faculty and students of the School.

WHEREAS, it is to the mutual benefit of the Agency and the School to cooperate in educational programs using the facilities of the Agency, 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 I - SCHOOL RESPONSIBILITIES

A. School agrees to assign only faculty who have a current license to practice and the necessary education and experience to be competent in the area of specialty in which the faculty member is teaching. The School shall require faculty assigned to the Agency under this agreement to supply to the Agency their credentials at the request of the Agency:

(1) documentation that the faculty member is free of communicable diseases, including results of a 2-step Mantoux tuberculin test;

(2) current immunizations; and

(3) evidence of at least basic life support certification in cardiopulmonary resuscitation. The certification card must show inclusive dates.

B. The School agrees to assign only students who are in good standing and for whom the School has on record:

(1) documentation that the student is free of communicable diseases, including results of a 2-step Mantoux tuberculin test;

(2) current immunizations; and

(3) evidence of at least basic life support certification in cardiopulmonary resuscitation. The certification card must show inclusive dates.
C. Students and faculty members of the School will not be reimbursed for services rendered to the Agency during the course of the educational program and will not be considered as employees of the Agency while participating in the program.

D. 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 the authorized Agency personnel.

E. The School shall insure the School and its employees, students, agents and volunteers while acting on the University's behalf through a comprehensive program of self-insurance. Evidence of this insurance shall be provided to the Agency upon the Agency's request. If employees of the School will be in the Agency with students during the affiliation experience, the School shall provide, upon request, evidence of Workers' Compensation insurance covering its employees.

Students pursuing a Certificate are not eligible for the University’s program of self-insurance. These students carry a commercial contract for Professional Liability Insurance. Certificate Students will carry a policy that guarantees no less than $1 million per claim with a minimum $3 million aggregate. Evidence of this insurance shall be provided to the Agency upon Agency’s request.

F. The School shall make all reasonable effort to assure that the students comply with the Agency policies and procedures; provided that the Agency first orients the School’s faculty and/or students in such policies and procedures.

G. The School shall inform students that Agency requires access to students' education, training, prior experience, levels of competency and such other information. The School shall make reasonable efforts to obtain from Students authorization to release such records.

H. The School shall ensure that all students involved in the educational program at the Agency will receive training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the facilities of the Agency. The School will present proof of such training to the Agency upon request.

ARTICLE II - AGENCY RESPONSIBILITIES

A. The Agency controls the Agency’s administrative and professional operations and the direct or indirect care of the Agency's patients.

B. The School shall be informed regarding changes in clinical facilities, which may affect the clinical experience of the School's students.

C. The Agency shall ensure emergency care is provided to students or faculty for any accident, injury or illness. The student's or faculty member's health insurance shall be billed for any emergency service, and the balance billed to the student or faculty member. Responsibility for follow-up care remains the responsibility of the student/faculty member.
D. The Agency shall provide information regarding each student's performance in the clinical setting if so requested by the School.

E. When in the opinion of the Agency, a student's conduct or performance adversely affects patient care, disrupts the operations of the Agency, or violates the policies and procedures of the Agency, the Agency shall notify the School and the School and the Agency shall together determine whether the student should be removed from the clinical rotation at the Agency.

F. The Agency 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.

G. 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. Agency will report to College any breach of such confidential student information within five (5) days of becoming aware of a breach. Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall securely store or destroy confidential student education records in accordance with its own human resource retention policies.

H. The Agency 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.

I. The Agency will be responsible for the 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.

J. The Agency 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.

**ARTICLE III - JOINT RESPONSIBILITIES**

A. Both the Agency 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 Agency 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 maximum number of students assigned to the Agency during any instructional period shall be established by mutual agreement thirty (30) days in advance of any student's clinical affiliation with the Agency. The Agency reserves the right to limit the number of
students it accepts for affiliation.

D. When agency staff serve as preceptors supervising students’ clinical experiences the preceptors: 1) May not supervise more than two students at any one time and 2) implements 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 are mutually agreed upon by the agency and the college.

E. Where areas of difference exist or occur in rules, regulations, or questions of nursing, clinical, medical or other Agency practices, the Agency rules, regulation or practices shall prevail and such conflict shall be referred to School and Agency liaison personnel.

F. The parties agree that there shall be no discrimination based on race, color, religion, national origin, sex, sex orientation, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era.

G. 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.

H. NOTICES. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Agency:  
________________________
________________________
________________________

Copy to:  
________________________
________________________
________________________

If to School:  
University of Cincinnati  
Office of General Counsel  
P.O. Box 210661  
Cincinnati, Ohio 45221-0661  
Attention: Contracts

College of Allied Health Sciences  
University of Cincinnati  
3202 Eden Avenue  
Cincinnati, OH 45267  
Attention: Program Coordinator
or to such other person or place as either Party may from time to time designate by written notice to the other Party.

IN WITNESS WHEREOF, we have hereunto set our hands.

UNIVERSITY OF CINCINNATI  
on behalf of the College of Allied Health Sciences

___________________________________  
Tina Whalen, EdD, DPT  
Dean, College of Allied Health Sciences

AGENCY

By: ________________________________  
Name: ________________________________  
Title: ________________________________  
Date: ________________________________