UNIVERSITY OF CINCINNATI
ON BEHALF OF THE MEDICAL LABORATORY SCIENCE PROGRAM
OF THE COLLEGE ALLIED HEALTH SCIENCES

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT, entered into this ________ day of ____________, 20__, between the UNIVERSITY OF CINCINNATI on behalf of the Medical Laboratory Science Program (hereafter Program) of the College of Allied Health Sciences (hereafter College) and ____________________________________________ (hereafter Agency), shall govern the use of the Agency’s facilities by the faculty and students of the College.

WHEREAS, the College and the Agency desire to establish an agreement in regard to the use of facilities for clinical affiliations in medical laboratory science education: and

WHEREAS this Agreement defines the basis on which the Agency will serve as a clinical laboratory for the students enrolled in the College’s Medical Laboratory Science Program.

NOW THEREFORE, for and in consideration of the following responsibilities to be undertaken by each party for the benefit of the other, the parties hereto mutually agree as follows:

I. RESPONSIBILITIES

A. The College:

1. Will use the proper Agency channels to make plans for observation and experience;

2. Will comply with current policies and procedures of the Agency;

3. Will provide all didactic and teaching laboratory instruction, guidance, and evaluation required in the Medical Laboratory Science Program;

4. Will secure and maintain Program accreditation from NAACLS;

5. Will designate a member of the Program faculty to:
   a.) plan the clinical experiences of the students
   b.) act as point of contact for Agency staff regarding all Program policies and procedures and any student issue that may rise;

6. Require that each student has a health examination and to maintain a file for each student in University Health Services East Campus Office. That file will contain immunization records and documentation of health preventative measures as required by the University of Cincinnati;
7. Inform the Program students of the Agency policies and procedures during each clinical experience;

8. The College will 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; and

9. Shall remove or reassign any student that is not compliant with Agency policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or Agency operations.

B. The Agency acting within the scope of their duties:

1. Will serve as a clinical laboratory which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of Laboratory Medicine;

2. Will name a contact individual (clinical advisor) for planning with College faculty for student learning experiences and who will oversee student activities at the Agency;

3. Will provide appropriate opportunities for observation and practical experiences in Agency laboratories and other appropriate departments and units;

4. Will assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Agency;

5. Will provide instruction and supervision where students are working with patients and equipment and instruction to procedures;

6. Will complete the written evaluation of student performance provided by the Program, and return it to the Program office;

7. Will allow students and faculty to use the Agency’s cafeteria facilities, at their own expense, if they so desire;

8. 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;
9. 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;

10. 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;

11. Will provide emergency care 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 Department service, and the balance billed to the student or faculty member. Responsibility for follow up care remains the responsibility of the student or faculty member;

12. Will inform the College regarding changes in clinical facilities which may affect the clinical experience of the College’s students;

13. Will provide access at reasonable times and with reasonable advance notice to representatives of the College and the representatives of the College's accrediting bodies;

14. Will insure itself and its employees through fiscally sound program of self-insurance or commercial insurance or a combination thereof, of professional and general liability; and

15. Will request removal or reassignment of any student that is not compliant with Agency policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or Agency’s operations.

C. Joint responsibilities of the College and Agency:

1. To maintain and document ongoing communication for exchange of information and coordination of the clinical preceptorship;

2. Have joint input into any disciplinary action relating to student conduct; and

3. To review and discuss the Clinical Affiliation Agreement annually.

D. Neither the College nor the Agency will discriminate against anyone applying for or enrolled in the Medical Laboratory Science Program because of race, color, religion,
national origin, sex, sexual orientation, age, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era.

E. Students shall not be considered employees of the agency, while performing activities related to and for the completion of their clinical experience, for any purpose and shall have no claim against the agency under this agreement for wages, vacation pay, workers’ compensation, disability benefits, unemployment benefits, social security, or other employee benefits of any kind.

F. Students will be responsible for their own medical and dental care and shall derive no special benefits or rights in that regard by participation in the Program.

G. The College 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 securing evidence and obtaining the cooperation of witness.

II. TERM

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.

III. GOVERNING LAW

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

IV. 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:  _________________________  
_________________________  
_________________________  
_________________________  

Page 4
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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

_________________________________                     _________________________________
Dean, College of Allied Health Sciences                                           Signature

_________________________________                     _________________________________
Print                                                                                   Print

_________________________________                     _________________________________
Date                                                                                   Date