UNIVERSITY OF CINCINNATI
ON BEHALF OF THE ATHLETIC TRAINING PROGRAM
OF THE COLLEGE OF ALLIED HEALTH SCIENCES

EDUCATION AFFILIATION AGREEMENT

This contract is entered into on this____________ day of __________________, 20___, by and between_____________________________ (hereinafter referred to as the “High School”) and University of Cincinnati on behalf of the College of Allied Health Sciences (hereinafter referred to as "School").

WITNESSETH

WHEREAS, the High School has the desire to offer experience for School’s students (“student”) wishing to obtain clinical experience in the area of athletic training (“Clinical Program”); and

WHEREAS, School 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 SCHOOL:

   A. School will schedule students for the Clinical Program in collaboration with the High School and consistent with accepted nondiscriminatory practices.

   B. School will assign to the Clinical Program only those students who satisfactorily completed the prerequisite portions of the curriculum.

   C. School will provide students with information regarding expectations for the Clinical Program and with general instruction needed for students to perform specific assigned tasks.

   D. School agrees that each student and faculty member assigned to work with the High School is in good standing with the School and, if applicable, is licensed through the appropriate licensure board.

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

   F. School agrees to provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations.
G. 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.

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 School or by School's accreditation agencies.

F. High School agrees to allow students and supervising faculty of School 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 School 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 School's curriculum guide relative to the clinical experience.

I. High School will provide a Clinical Education liaison.

J. High School understands and agrees that all student education records regarding the School’s students belong to School, including those created by the High School, that the confidentiality of all such records are protected by the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(g) and that the High School will abide by all of FERPA’s provisions, including not releasing any such records.

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

L. 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 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, School 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 _________, 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.

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:

For High School:   For School:
___________________   University of Cincinnati
___________________   Office of General Counsel
___________________   P.O. Box 210661
___________________   Cincinnati, OH 45221-0661
Attn: ______________   Attn: Contracts/Affiliation Agmts

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 supercedes 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: ___________________________