

# **AFFILIATION AGREEMENT**

## **THE UNIVERSITY OF AKRON and MID-OHIO EDUCATIONAL SERVICE CENTER**

This agreement is entered into on this 24th day of October 2019, between Mid-Ohio Educational Service Center located at 890 W. 4<sup>th</sup> St., Mansfield, Ohio 44906 (referred to hereafter as “Facility”) and The University of Akron, a statutory institution created under the laws of Ohio, located at 302 East Buchtel Common, Akron, OH 44325 (referred to hereafter as “University”) through its College of Health Professions.

The purpose of this agreement is to provide an affiliation agreement that addresses all of the clinical education programs in the College of Health Professions. This includes the School of Speech Language Pathology and Audiology, School of Social Work, School of Sport Science and Wellness Education, School of Allied Health, School of Counseling and School of Nutrition and Dietetics.

WHEREAS, the University currently conducts accredited educational programs in its College of Health Professions and desires to obtain clinical educational experience for the students enrolled in the educational programs within the College of Health Professions (hereinafter the “Students”); and

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of Students and is willing to make available its clinical and educational resources to the University for such purposes; and

WHEREAS, the University and the Facility mutually desire to promote excellence in human services and health education and to contribute to the professional growth and competence of Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is understood and agreed upon by the parties hereto as follows:

I The UNIVERSITY and FACILITY agree to affiliate and cooperate for their mutual benefit to provide a high standard of research and educational programs for College of Health Professions students. The programs that may be accommodated at the Facility include the following:

Bachelor of Arts in Social Work (BASW)  
Child Life Specialist  
Masters of Social Work  
Nutrition and Dietetics Coordinated Program  
Speech Language Pathology  
Food and Environmental Nutrition  
Allied Health

## II UNIVERSITY RESPONSIBILITIES

- a) The University shall be responsible for the assignment of students to the Facility. The University agrees to provide to the Facility only those students who have completed the required course of study as determined by the University.
- b) The University shall provide a Clinical Program Coordinator for each program who will act as a liaison between the University and the Facility for that program. The Clinical Program Coordinator will be responsible for maintaining active communications and relationships with the Facility including, but not limited to:
  - (1) Sending the names, telephone numbers and addresses of Students to the Facility Program Coordinator at least two weeks before the first day of each student group assignment;
  - (2) Supplying the Facility with student evaluation forms and information regarding the Students' current level of academic preparation prior to the arrival of each student group to the Facility for the clinical program;
  - (3) Maintaining an ongoing communication with the Facility to integrate the academic and clinical experience and making on-site visits when practical; and
  - (4) Developing, in coordination with the Facility Program Coordinator, an agreement as to hours, place, and type of clinical experience.
- c) The University and/or Student shall purchase and maintain for itself, its Faculty and Students, a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- d) The University shall advise the Students that failure to comply with the Facility rules and regulations or failure to comply with any Student Responsibilities set forth in this Agreement shall be sufficient cause for immediate dismissal of the Student from the clinical program at the Facility.

## III FACILITY RESPONSIBILITIES

- a) The Facility shall have the exclusive right to determine the number of Students, if any, which the Facility will accept into the program.
- b) The Facility shall assign a member to serve as the Facility clinical coordinator to whom the University's Clinical Program Coordinator shall report. It is understood by the parties that the Facility may have a different clinical coordinator for each of the programs listed in section I. The clinical coordinator may not be a full-time position and the Facility shall determine, in its sole discretion, the amount of time the clinical coordinator shall devote to the responsibilities set forth herein. The clinical coordinator shall be responsible for:

- (1) Planning and coordinating the clinical education arrangements between the Facility and the University;
  - (2) Serving as a liaison between the Facility and the University; and
  - (3) Developing and administering an orientation program for new Students which will familiarize the Students with the Facility, and all applicable policies and procedures.
- c) A Student shall not be used in lieu of professional or non-professional staff of the Facility, and the Students shall at all times be supervised by a qualified member of the Facility staff or by the Students' clinical instructor as appropriate during their participation in the clinical educational program.
  - d) The Facility agrees to retain complete responsibility for the care of its patients.
  - e) The Facility shall provide clinical education learning experiences for the Students which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
  - f) The Facility reserves the exclusive right, to be exercised solely with the Facility's discretion, to dismiss at any time any Student for any non-discriminatory reason. The Facility Clinical Coordinator shall promptly notify the University's Clinical Program Coordinator of any problem or difficulty arising with a Student, and a discussion shall be held either by telephone or in person regarding the Student. The Facility will, however, have final responsibility and authority to dismiss any Student from the Clinical Program at the Facility.
  - g) The Facility shall, upon reasonable request, permit representatives of the University to inspect the clinical facilities and services available for clinical experience, Student records, if any, and other items pertaining to the clinical education program.
  - h) The parties acknowledge that many Student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of Students must be obtained before Student data can be released to anyone.
  - i) The facility will coordinate with the appropriate entities emergency medical care for students of the University in the event of accident or sudden illness which occurs during the course of clinical experience upon the premises of the Facility. The cost of such services shall be borne by the students.

#### IV STUDENT RESPONSIBILITIES

- a) The Students shall provide their own transportation to and from the Facility as well as any meals or lodging required during the clinical experience.
- b) The Students agree to abide by the rules, regulations, policies and procedures of the Facility, including, but not limited to, Facility policies, rules and regulations regarding

the confidentiality of patient information. The Students will receive this information during orientation.

- c) Students are required to submit a current background check to the Facility that meets Facility's requirements before they are permitted on the premises of the Facility. The Facility has the sole discretion in determining if the background check meets the Facility's requirements.

## V MISCELLANEOUS

- a) The Facility and the University will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable, and discussing problems as they arise concerning this affiliation. Both will jointly plan and mutually agree upon the number of students to be assigned, the dates of their assignment, and the specific experience to be provided. Placement of students will depend on the staff and space availability.
- b) The Facility and the University agree that the Students participating in the clinical program are at all times acting as independent contractors, and no Student in the clinical education program will be deemed to be an employee of the Facility. The Facility shall not be liable for the payment of any wage, salary or compensation or any kind for the services provided by the Students. Further, no Student will be covered by the Facility's workers' compensation, social security, unemployment compensation programs, or any other benefits except those expressly provided for in this Agreement.
- c) Students and faculty will exercise confidentiality with regard to all patient/staff information gained during the experience.
- d) Each party accepts Students without regard for race, sex, creed, national origin, marital status, or age.
- e) The terms and conditions of this Agreement may be amended by written instrument executed by both parties.
- f) This Agreement is nonexclusive. The Facility and the University reserve the right to enter into similar agreements with other institutions.
- g) This Agreement shall be effective for a period of one (1) year beginning on the date first set forth above, and shall be extended automatically for successive one (1) year periods thereafter unless terminated by either party by written notice to the other at least thirty (30) calendar days prior to the end of any such one (1) year period, in which event, this Agreement shall terminate at the end of such one (1) year period unless a later date is specified in such notice.
- h) This Agreement is not a third party beneficiary contract and confers no rights on any Student or employee of either party.
- i) This Agreement shall be governed by Ohio law.

- j) This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.
- k) Any notice required hereunder shall be sent by certified or registered mail, return receipt requested, and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid) bearing the following address:

To the Facility:

Mid-Ohio Educational Service Center  
Attn: Jennifer Crum  
890 W. 4<sup>th</sup> St.  
Mansfield, OH 44906

To the University

The University of Akron  
302 Buchtel Common  
Akron, OH 44325-3700

- l) The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain binding.
- m) During the term of this Agreement, the parties shall take such actions and revise this Agreement as necessary or advisable to comply fully with all laws, rules and regulations applicable to the performance and discharge of such services, including without limitation the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191: "HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations").
- n) Neither party shall use the name of the other in any promotional or advertising material unless review or approval of the intended use is obtained from the party whose name is to be used.
- o) Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in writing signed by each of the parties.

The individuals executing this Agreement represent that they have the authority to bind their respective party.

**THE UNIVERSITY OF AKRON**

**MID-OHIO EDUCATIONAL  
SERVICE CENTER**

\_\_\_\_\_  
Dr. Timothy McCarragher  
Associate Dean  
College of Health Professions

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title:

Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Rex Ramsier,  
Executive VP and Chief Administrative Officer  
Date \_\_\_\_\_

Reviewed and approved for legal  
Form and sufficiency:

\_\_\_\_\_  
Scott M. Campbell  
Assistant General Counsel and Records  
Compliance Officer

Date: \_\_\_\_\_