

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is entered into effective as of **9/9/2020** (“**Effective Date**”) between **CHATHAM UNIVERSITY**, a Pennsylvania educational institution, Woodland Road, Pittsburgh, Pennsylvania 15232 (“**University**”) and

MID-OHIO EDUCATIONAL SERVICE CENTER
890 WEST FOURTH STREET
MANSFIELD, OHIO 44906
(“**Site**”)

PREAMBLE

The University currently conducts programs in Social Sciences and Health Sciences (“**Programs**”) including Physician Assistant, Occupational Therapy, Physical Therapy, Nursing, Social Work, Counseling Psychology, Athletic Training, Healthcare Informatics, and Exercise Science and desires to provide clinical education and training to its students (the “**Clinical Experience**”). The Site has the facilities necessary to provide the Clinical Experience for one or more of the Programs. Subject to the terms of this Agreement, the parties have agreed to cooperate in providing students from one or more of the Programs with the Clinical Experience at and under the supervision of the Site.

NOW THEREFORE, intending to be legally bound, the parties agree as follows;

I. RESPONSIBILITIES OF THE SITE

1. **General.** The Site will provide a planned, supervised Clinical Experience in cooperation with the University. Students will be assigned to appropriate, selected patients and allowed to participate in their care under the direct supervision of a qualified health care or social science practitioner (“**Supervisor**”), as applicable. The Site and where applicable the Supervisor shall maintain full responsibility for care provided at the Site’s facilities.
2. **Liaison.** The Site shall designate a Coordinator of Clinical Education who shall serve as the liaison between the Site and the University and coordinate and direct each student’s Clinical Experience.
3. **Orientation.** The Site will provide orientation of the students to the facility and the Clinical Experience, including policies and procedures as they pertain to the students.
4. **Facilities.** The Site will arrange for appropriate facilities needed for students and faculty members during the Clinical Experience (e.g. equipment, office or workspace, lockers, library, conference rooms, etc.)
5. **Evaluation.** The Site shall evaluate the performance of the students on a regular basis and will provide the University with performance reports and other forms as mutually agreed with the University.

6. Termination. The Site retains the right to suspend or terminate any student for reasons of health, unsatisfactory performance or other reasonable cause. The Site will discuss each situation with the University prior to requesting suspension or termination and the University shall be responsible for notifying the student and effectuating the termination or suspension.

7. Liability Coverage. Upon request from the University, the Site shall furnish or cause to be furnished to the University, (a) certificates of insurance evidencing professional liability coverage in an amount not less than \$1 million per occurrence/\$3 million aggregate for the Site, and (b) certificates of insurance evidencing general liability coverage in an amount not less than \$1 million per occurrence/\$3 million aggregate.

8. Emergency Medical Care. The Site will arrange for emergency medical care at the student's expense in the event of an accident or injury to the student on the clinical site's campus.

II. RESPONSIBILITIES OF THE UNIVERSITY

1. General. The University shall maintain full responsibility for the planning and execution of the education program; including programming, administration, curriculum, content, grading and requirements for matriculation, promotion and graduation.

2. Liaison. The Clinical Program Coordinator of the appropriate Program of the University shall serve as the liaison between the University and the Site, coordinate the Clinical Experience and academic experience of the students and assist the Site as necessary to operate an effective Clinical Experience.

3. Schedule. Prior to the beginning of each academic term, the University and the Site shall agree upon: (A) the number of students and the hours which they will be assigned; (B) the expected level of experience to which they will be assigned; and (C) the expected learning objectives of the students.

4. Qualification of Students. The University shall refer to the Site only those students who meet its academic and other qualifications for the applicable Clinical Experience.

5. Policies. The University shall require all students and faculty from the University to (A) comply with existing policies and procedures of the Site, and (B) maintain as confidential all patient records and patient data to which they may have access and obtain appropriate authorization for the disclosure of copying of such records or data.

6. Insurance. The University will require the students to carry health insurance. In addition, the University shall provide the students with professional liability insurance through an occurrence policy with the minimum limits of \$2,000,000 per occurrence /\$4,000,000 annually.

III. GENERAL

1. Term and Termination. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year. Thereafter, the Agreement shall be renewed automatically for consecutive additional one (1) year terms unless terminated prior to the renewal date. This Agreement may be terminated by either party upon ninety (90) days notice in writing to the other. Such termination shall not affect students placed at the Site at the time notice is given.

2. Independent Contractors. No student or faculty participating in the Program shall be considered an employee, agent or representative of the Site and no employee or person on the staff of the Site participating in the Program shall be considered an employee, agent or representative of the University. Except as otherwise agreed, the Site shall not be responsible for any compensation for services or meals, travel or other expenses incurred by the students or faculty participating in the Program, nor shall the University become obligated to the Site or any member of its staff for any expenses or payments.

3. No Discrimination. Neither the University nor the Site shall discriminate against any individual participating in the Clinical Experience on the basis of race, color, religion, gender, sexual orientation, marital status, familial status, pregnancy, national origin, age, disability, or status as a disabled veteran.

4. Interpretation. This Agreement sets forth the entire agreement between the parties related to the subject matter herein and supersedes all prior agreements and discussions between the parties. No waiver, modification or amendment or any of the terms of the Agreement shall be effective unless it is signed by both parties. Neither party may assign this agreement without the prior written approval of the other.

5. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its conflict of laws provisions.

6. Indemnification.

(a) University. The University will indemnify the Site, its officers, directors and employees, from any costs, damages and fees, including reasonable attorney fees, awarded in an action against them to the extent that such costs, damages and fees are directly caused by the University's breach of this Agreement or the negligence or willful misconduct of the University or its employees.

(b) Site. The Site will indemnify the University, its officers, directors and employees, from any costs, damages and fees, including reasonable attorney fees, awarded in an action against them to the extent that such costs, damages and fees are directly caused by the Site's breach of this Agreement or the negligence or willful misconduct of the Site or its employees.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth above.

CHATHAM UNIVERSITY

**MID-OHIO EDUCATIONAL SERVICE
CENTER**

Signature

Walter B. Fowler, Senior Vice President of
Finance and Administration

Printed Name and Title

Date

K. Kimmel

Signature

Kevin D. Kimmel, Supt.

Printed Name and Title

11/17/2020

Date