

CLINICAL AFFILIATION AGREEMENT
BETWEEN
EHOVE CAREER CENTER
IN PARTNERSHIP WITH
LORAIN COUNTY COMMUNITY COLLEGE
and Mid-Ohio Educational Service Center

This Agreement between EHOVE Career Center (EHOVE) with its principle address as 316 Mason Rd., Milan, OH 44836; Lorain County Community College (College) with its principle address as 1005 N. Abbe Rd., Elyria, OH 44035 and Mid-Ohio Educational Service Center (Facility) with its principle address as 890 West Fourth Street, Suite 100 Mansfield, Ohio, 44906.

WHEREAS, EHOVE is responsible for the management and fieldwork affiliations and desires a clinical education experience for students in partnership with Lorain County Community College the accredited educational institution that offers a degree in the following program:

Occupational Therapy Assistant.

WHEREAS, Facility desires to provide a clinical facility clinical education program and has the clinical setting and equipment needed for the Program;

NOW, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

1.0 Responsibilities of Facility

- 1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with EHOVE and/or the College academic calendar. Namely, Facility will provide, to the extent possible, suitable classroom space and facilities, equipment and supplies needed for clinical instruction at Facility.
- 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. Facility shall ensure that an adequate number of its [patients or clients] are available to provide the students with meaningful clinical experiences. It is understood that Program students do not replace Facility staff.
- 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities and records by EHOVE and/or College and by agencies responsible for EHOVE and/or College accreditation of the Program.
- 1.4 Facility will provide emergency care in case of illness or accident to any participating student of EHOVE and/or College faculty or staff.
- 1.5 Facility shall maintain all certifications, accreditations, and licenses appropriate for its business.
- 1.6 Facility understands that it may generate or otherwise be in possession of confidential educational records regarding EHOVE and/or College students, and that these records are protected by federal law including, inter alia, the Family Education and Privacy Rights Act ("FERPA"), 20 U.S.C.A. 1232g. Facility further understands that it may not share or disclose these educational records with any party other than EHOVE and/or College, without EHOVE and/or College and student's consent.

- 1.7 Facility shall retain responsibility for all aspects of treatment and care of patients. The ultimate decision for the care and treatment of all patients admitted to the Facility shall remain exclusively with the Facility.

2.0 Responsibilities of EHOVE and/or College

- 2.1 EHOVE and/or College, through its Dean or Program Director, after consultation with Facility, shall plan and oversee the Program. EHOVE and/or College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 EHOVE and/or College will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.
- 2.3 EHOVE and/or College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar.

3.0 Application of Facility's Rules & Procedures

- 3.1 It is understood that EHOVE and/or College students and faculty, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and that such persons will be subject to Facility's rules directly related to clinical training.
- 3.2 EHOVE and/or College will require students and faculty to comply with Facility's policies and procedures, including, but not limited to, matters relating to: conduct, such as dress code; OSHA safety requirements; and HIPAA regulations pertaining to use and disclosure of individually identifiable information. Facility will provide EHOVE and/or College with a copy of its applicable policies and procedures, prior to the beginning of any covered academic year.
- 3.3. Health Requirements. EHOVE and/or College will provide health requirements, a copy of which is attached as Exhibit A, to each of its participating students. EHOVE and/or College will further require each student to provide written confirmation of compliance with each health requirement listed in Exhibit A prior to the student's clinical training at Facility.
- 3.4 Background Checks. EHOVE and/or College shall require students to submit to a criminal background check prior to clinical training to meet a Facility and/or program requirement. EHOVE and/or College will make the determination of whether to place a student at Facility based on a list of disqualifying offenses provided by Facility that normally uses to hire its employee. Facility will provide a copy of such list of disqualifying criminal offenses to EHOVE and/or College, prior to the beginning of any covered academic year.

4.0 Student & Faculty Status

- 4.1 Student eligibility in the Program will be determined by EHOVE and/or College. EHOVE and/or College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; and 4) required documentation.
- 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students and EHOVE and/or College faculty are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of either the Facility or EHOVE and/or College.

5.0 Student Removal

- 5.1 Facility will recommend to EHOVE and/or College the withdrawal of a Program student if: 1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility; or 2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist EHOVE and/or College, if necessary, in implementing this recommendation.
- 5.2 Facility reserves the right, exercisable in its discretion after consultation with EHOVE and/or College to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.
- 5.3 EHOVE and/or College will withdraw a student from Program at Facility if, after consultation with Facility personnel, EHOVE and/or College determines such action to be warranted.

6.0 Term and Termination

- 6.1 This Agreement shall be effective February 1, 2024 through February 1, 2029.
- 6.2 Termination. This Agreement may be terminated at any time by either party by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility.

7.0 Non-Discrimination

Facility and EHOVE in partnership with the College agree that neither will discriminate against any individual, that is, all procedures and all actions shall be conducted on the basis of ability, training, and experience, without regard to race, color, creed, religion, national origin, ancestry, sex, marital status, child-bearing status, age, handicap, or sexual orientation and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to the Facility and College EEO office.

8.0 Insurance

EHOVE and/or College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. College will further maintain liability insurance to cover its students engaged in the educational experiences under this Agreement. The limits of such policies shall not be less than One Million Dollars [\$1,000,000] per occurrence and Three Million Dollars [\$3,000,000] aggregate through umbrella coverage. Proof of such coverage shall be provided to the other party upon request.

9.0 Non-Assignment and Subcontracting

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of EHOVE and College.

10.0 Entire Agreement; Modification

This Agreement, including attachments constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by all parties.

11.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance shall be brought only in an appropriate court of this State.

12.0 Representation of Authority

Each of the parties that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

13.0 Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:

OTA Program Director
EHOVE Career Center
316 Mason Rd.
Milan, OH 44836

Dean
Division of Allied Health & Nursing
Lorain County Community College
1005 North Abbe Rd., Elyria, Oh 44035

Administrator
Mid-Ohio Educational Service Center
890 West Fourth Street, Suite 100
Mansfield Ohio 44906

14.0 Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the respective dates below, to be effective as of its Effective Date.

EHOVE Career Center

By: _____

Date: _____

Name: Laura Dowdell

Title: Director, Adult Education

By: _____

Date: _____

Name: Teri LaGuardia, MOT, OTR/L

Title: Director, OTA Program

LORAIN COUNTY COMMUNITY COLLEGE

By: _____

Date: _____

Name: Dr. Christopher Hirschler

Title: Dean, Health and Wellness Sciences

By: _____

Date: _____

Name: Jonathan M. Volpe

Title: VP Administrative Services/Treasurer

Mid-Ohio Educational Service Center

By: _____

Date: _____

Name: _____

Title: _____

Exhibit A

Student Health Requirements:

- Measles (Rubeola)
- German Measles (Rubella)
- Mumps
- Chicken Pox (Varicella)
- Influenza (Flu)
- DT (diphtheria tetanus) booster within the last 10 years
- Proof of a negative Tuberculosis skin test (using the standard two-step Mantoux test)
- Proof of Hepatitis B immunization/immunity
- Current American Heart Association Health Care Provider card.
- Physician examination/assessment of student's health and ability to perform.