

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is entered into effective as of February 28, 2024 (the "Effective Date") by and between CALVIN UNIVERSITY a Michigan nonprofit corporation ("Calvin"), and Mid-Ohio Educational Service Center, a(n) _____ ("Agency").

WHEREAS, Calvin offers various life sciences education programs (collectively, the "Program") and desires to provide clinical experience to its students enrolled in Program (the "Students") and Calvin faculty members involved in programs in which the students are enrolled (the "Faculty");

WHEREAS, Agency operates facilities related to the subject matter of the Program; and

WHEREAS, Agency and Calvin desire to cooperate to furnish clinical educational internships to Students in accordance with Calvin's course curriculum, attached hereto as Exhibit A.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Facilities.** Agency shall provide Students with opportunities to obtain experience utilizing the clinical facilities of Agency in connection with the Program. Subject to the terms of this Agreement, Agency reserves the right to limit the total number of Students assigned to any Agency facility. Subject to availability, Calvin may reserve conference and classroom space at Agency's facilities for Student use and Students and Faculty may have access to the Agency's cafeteria and library, if available. Students and Faculty may have library checkout privileges, if available. Subject to availability, parking may be provided for Students and Faculty while at an Agency facility.

2. **Client Care.** Agency shall at all times have the ultimate responsibility for its clients' care within all Agency facilities. Agency managers shall have the authority and responsibility to direct client care within all Agency facilities.

No provision of this Agreement shall prevent any client from requesting not to be a teaching client or prevent any member of the Agency staff from designating any client as a non-teaching client. Agency reserves the right to restrict any and all program activity when, in the discretion of Agency, the welfare of any client requires such a restriction.

3. **Confidentiality.** Calvin and Agency shall instruct Students of the importance of respecting the confidential and privileged nature of all patient information which may come to their attention through patient contact and Agency records. Appropriate ethical and professional conduct shall be required of all Students and Faculty at all times. Agency reserves the right to deny the access to any records or Agency facilities of any Student or Faculty who disregards this requirement. Students and Faculty shall not disclose, discuss or otherwise reveal any information regarding patients or visitors except that which is required in the course of performing their duties.

4. **Orientation.** Agency shall provide an orientation to the Students and Faculty. Orientation will include an introduction to Agency policies and procedures, including safety, infection control and documentation guidelines specific and appropriate to the clinical experience activities. Orientation shall typically take place on the first clinical experience. All new Faculty shall attend orientation to the clinical setting. The content and length of the clinical orientation shall be mutually established according to needs. Faculty will be updated on any changes in care delivery and practice issues and will be provided with the opportunity for additional clinical orientation, as necessary. The Faculty and Students shall abide by all Agency policies and procedures provided in writing to Calvin prior to the first clinical experience.

5. **Clinical Coordination.** Agency and Calvin shall each designate one person to coordinate the assignment of Students to the clinical units and facilities. Initially, the liaison for Agency shall be Shelly Patrick. Initially, the liaison for Calvin shall be Megan Marn, Distance Education Clinical Coordinator.

6. **Assignment of Students.** The assignment of Students to Agency units shall be according to a schedule, which shall be jointly agreed upon by Calvin and Agency. Students may obtain clinical experience only at those clinical care locations which have been specifically designated by Agency as clinical experience units during the scheduling process. Students shall wear their appropriately designated identification at all times while at Agency facilities.

Calvin shall provide to Agency a list of Student names, dates of assignments, course objectives and/or course syllabus, and other related information, as requested by Agency. A list of names, addresses and phone numbers of each Student will also be provided to Agency prior to the start of the assigned clinical experience. Calvin shall notify Agency of any cancellation of a pre-planned assignment prior to the beginning of the scheduled clinical experience.

Requests for Student placement by Calvin shall be submitted in advance. No provision of this Agreement shall prevent Agency from refusing to accept any Student or Faculty for the safety and quality of patient care in an emergency situation or otherwise. Agency shall notify Calvin in writing of any refusal to accept a Student and the basis for such refusal within two (2) business days of such refusal. In connection with this Agreement, Agency and Calvin shall each comply with all laws, including, without limitation, antidiscrimination laws.

Calvin has performed a criminal background check for each Student and Faculty prior to beginning any clinical experience at Agency's Michigan facility and for facilities located in other states will comply with the criminal background laws and regulations in such states. Such criminal background check was performed by a third party investigator at the time of a Student's enrollment in one of Calvin's life sciences degree programs (or shortly thereafter) or at the time of a Faculty's employment with Calvin (or shortly thereafter), and included a search of criminal convictions in the State of Michigan and such counties outside the State of Michigan in which such third party investigator determined such Student or Faculty resided during the seven (7) years prior to the date of the criminal background check. After redacting all Student and Faculty names and other personally identifiable information from the results generated by the third-party investigator, unless other state regulations apply, Calvin shall forward to Agency all such criminal background check results, which shall list the date on which each criminal background check was performed. If Agency is regulated by Michigan Public Acts 27, 28 or 29 of 2006, Calvin shall also provide

Agency with a Clinical Student Disclosure Statement, in the form prescribed by the Michigan Department of Community Health, Bureau of Health Professions, for each Student. Agency shall ensure that the results of any such background check or Clinical Student Disclosure Statement shall be kept strictly confidential and shall be used by Agency only to approve or disapprove of such Student or Faculty for placement. Calvin makes no representations or warranties of any kind regarding (a) any such criminal background search results and Clinical Student Disclosure Statements, including, without limitation, the accuracy, completeness, or sufficiency of such results, and (b) whether any Student or Faculty is acceptable to participate in Agency's clinical programs or ultimately eligible for licensure. It shall be the sole responsibility of Agency to analyze such criminal background check results and/or Clinical Student Disclosure Statements, perform such additional background checks as Agency deems necessary and to determine whether the person to whom the results pertain is eligible to participate in Agency's clinical programs. If Agency determines that a Student or Faculty shall not participate at Agency's facilities, Agency shall so notify Calvin within two (2) business days after Agency's receipt of the background check results and/or Clinical Student Disclosure Statements, and Calvin shall notify the individual concerned. Calvin shall ensure that such individual shall not participate in any clinical program at Agency's facilities contemplated by this Agreement.

7. **Suspension of a Student's Participation.** Agency shall have the right to temporarily relieve a Student from a specific assignment or require the immediate removal of a Student from an Agency facility for the safety and quality of patient care in an emergency situation or otherwise, pending a final determination of the future status of such Student by the parties. Agency shall submit a reasonably detailed written report of any such action to Calvin within two (2) business days after such relief from assignment or removal. The parties agree to cooperate in an effort to resolve such action and to prevent the recurrence of any performance that is unsatisfactory or any behavior that is disruptive, unsafe or detrimental to the Agency facility and/or patients.

8. **Records.** Calvin shall maintain all educational records and reports relating to the educational program completed at Agency's facilities by individual Students and/or Faculty, and Agency shall have no responsibility regarding same.

9. **Evaluation of Students in the Clinical Setting.** Except as otherwise provided in this Section 9, the Faculty assume the responsibility to evaluate the performance of the Students while they are within Agency's clinical setting and are encouraged to solicit input from Agency's staff. Calvin agrees to maintain regular contact with the Students while the Students are in Agency's clinical setting. If Agency agrees to provide the primary evaluation responsibility for Students during the clinical experience, Agency will maintain regular communication with the Faculty and notify Faculty immediately if a Student is not making progress at Agency's clinical site. At the conclusion of the clinical experience, the Faculty and the appropriate Agency staff will evaluate the learning experience in the clinical setting. An annual meeting with representatives of Agency and Calvin will be scheduled to evaluate the internship program, discuss changes and developments, and to make suggestions to meet future needs.

10. **Faculty.** Calvin shall provide to Agency a list of Faculty names, including area of teaching responsibility, position, and telephone numbers where the Faculty can be contacted. Calvin shall provide written notification to Agency of any revisions or changes in Faculty as

needed throughout the year in a timely manner. Calvin may solicit input regarding qualifications of any Agency staff who are candidates for faculty positions with clinical rotations at Agency.

Calvin shall provide to Agency evidence of current state licensure, and/or certification of any Faculty engaged in clinical supervision, upon request by Agency. Faculty shall wear their appropriately designated identification at all times while at Agency facilities.

11. **Faculty/Student Health.** To the extent required by the Agency, Calvin shall provide to Agency written documentation of negative TB results for all Students who may have direct contact with patients at any Agency facility. Additionally, if requested by Agency, Students who may have direct contact with patients at any Agency facility shall be required to comply with the Occupational Safety and Health Administration requirements related to blood borne pathogens. Any such students who refuse Hepatitis B vaccination will be required to sign acknowledgment waivers.

Students and Faculty may use the emergency and outpatient services of Agency, if any, for medical care while they are participating in the educational program at the cost customarily charged by Agency to the general public for such services.

12. **Insurance.** Calvin shall maintain student professional liability insurance coverage for each Student and Faculty in the amounts of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. A certificate evidencing such coverage is attached hereto as Exhibit B.

13. **Indemnification.** Each party agrees to indemnify, hold harmless and defend the other party from and against any claim, liability, or loss, including, without limitation, attorneys' fees, suffered by the other party arising from the acts or omissions of the indemnifying party or its employees or agents. This indemnity obligation shall survive the termination or expiration of this Agreement.

14. **Calvin Discipline.** Calvin shall have full responsibility for the conduct of all Student and Faculty disciplinary proceedings.

15. **Students/Faculty Not Employees.** Students and Faculty shall not be deemed to be employees of Agency for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the internship program. Each Student is placed within a Agency facility to receive clinical internship experience as a part of his or her academic curriculum, and each Faculty is placed within an Agency facility to aid in such Student clinical experience. Those duties performed by a Student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall Students or Faculty replace or substitute for any employee of Agency. This provision shall not be deemed to prohibit the employment of any such participant by Agency under a separate employment agreement.

16. **Program is Mutually Beneficial.** There shall be no monetary consideration paid by either party hereto to the other, it being acknowledged that the program described herein is

mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to Calvin and Agency and so that Calvin can offer its Students beneficial educational experiences and Agency can benefit through exposure of its staff to advances in medicine, by aiding in the growth and development of the profession and through the potential for recruitment of future employees.

17. **Terms of Agreement.** This Agreement shall be effective upon its execution by Agency and Calvin and shall continue in effect until five (5) years after the Effective Date. At the end of the initial term, the Agreement shall renew automatically each year for an additional one (1) year term, until terminated by one of the following methods:

- (a) By mutual agreement of the parties;
- (b) By either party providing thirty (30) days prior written notice to the other party, if the other party has failed to perform any duty or responsibility under this Agreement; or
- (c) By either party providing ninety (90) days prior written notice to the other party for any or no reason.

Notwithstanding termination of this Agreement, all Students enrolled in the internship program at the effective date of such Termination shall be permitted to complete the internship program.

18. **Notices.** Any notice under this Agreement to Calvin should be provided to:

Calvin University Speech Pathology and Audiology
3201 Burton SE
Grand Rapids, MI 49546
Attn: Elizabeth Cronkrite, Distance Education Clinic Director

Any notice under this Agreement to Agency shall be provided to:

Mid-Ohio Educational Service Center
890 West Fourth Street
Mansfield, OH 44906
Attn: Shelly Patrick

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications and understandings and all prior oral and written communications, agreements and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

20. **Modifications; Waivers.** No provision of this Agreement shall be amended, altered, modified or waived unless done so in writing, signed by a duly authorized representative of the party against whom such modification or waiver is sought to be enforced. The terms and

conditions contained in any Amendment shall prevail over conflicting terms and conditions contained in this Agreement. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

21. **Privacy Regulations; Confidentiality.** Agency and Calvin acknowledge that they and this Agreement are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all regulations promulgated thereunder ("HIPAA") and each shall comply in all material respects with the health information privacy provisions of HIPAA. Agency agrees that it will abide by all requirements associated with the Family Educational Rights and Privacy Act of 1974 (FERPA) and the restrictions on use of FAFSA data contained in the Higher Education Act of 1965. Among the FERPA provisions of the Act is that data may be used only for intended purposes and that those responsible for student data take reasonable precautions to prevent its misuse. In accordance with the provisions of FERPA, to the extent Calvin grants Agency or Agency obtains access in other ways to student data it is on a need-to-know basis and only for the purposes allowed under the law. Calvin further acknowledges that any other confidential information it gains from or concerning Agency through this Agreement is and shall remain confidential and shall not be disclosed to any third party without the prior written consent of Agency.

22. **Regulatory Compliance.** The parties acknowledge that currently there are, and from time to time may be, certain standards, rulings, regulations or orders issued by the Centers for Medicare and Medicaid Services, the Federal Trade Commission or other federal, state or local government agencies regarding billings for professional services rendered to clients. In the event Agency undertakes to bill clients or third-party payers for any services rendered by the Students or Faculty, or for the services of any attending or supervision agents, physicians or other health care professionals, Agency shall be solely responsible for compliance with all applicable standards, rulings, regulations and orders, and shall maintain such records and documentation as may be required to demonstrate such compliance. Calvin shall have no obligation with respect to any billings undertaken by the Agency.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns. Neither party may assign or delegate this Agreement without the prior written consent of the other party. Any purported assignment or delegation of this Agreement, in whole or in part, without the prior written consent of the non-assigning party shall be void and of no effect.

24. **Third Parties.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Agency and Calvin; without limiting the generality of the foregoing, no rights are intended to be created for any patient, Student, Faculty, parent or guardian of any Student, or employer or prospective employer of any Student.

25. **Applicable Law.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, excluding choice of law principles.

26. **Headings.** The headings used herein have been used for the convenience of the parties and are not to be used in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CALVIN UNIVERSITY:

AGENCY: Mid-Ohio Educational Service Center

By: _____
Signature

By: _____
Signature

Adejoke B. Ayoola
Printed Name

Printed Name

Its: Dean, School of Health
Title

Its: _____
Title

EXHIBIT A

Externship Curriculum and Objectives

SPAUD 540, 541, 542 Clinical Practicum: Off Campus Placement

DESCRIPTION OF COURSES

These courses provide students with continued clinical learning through supervised experiences in off-campus sites. Coursework each semester includes an advanced clinical seminar session to present cases and discuss various perspectives of practice.

COURSE OBJECTIVES and STUDENT LEARNING OUTCOMES

Satisfactory completion of this course is necessary to meet the academic standards of the Calvin University's Speech Pathology and Audiology Program and the knowledge and skills required by the American Speech-Language-Hearing Association's (ASHA) Standards for the Certificate of Clinical Competence in Speech-Language Pathology. Students are required to achieve an overall course grade of B to satisfy KASA standards. Remediation for achieving specific objectives may be implemented, if necessary.

Specific standards addressed in this course are:

- ASHA Standard IV-H: The applicant must have demonstrated knowledge of entry level and advanced certifications, licensure and other relevant professional credentials, as well as local, state, and national regulations relevant to professional practice.
- CAA Standard 3.1.1B: Understand the role of clinical teaching and clinical modeling as well as supervision of students and other support personnel.
- CAA 3.1.6B: Process of Clinical Education and Supervision.
- CAA 3.1.1B: Understand of the characteristics of the individuals served (e.g., age, demographics, cultural and linguistic diversity, educational history and status, medical history and status, cognitive status, and physical and sensory abilities) and how these characteristics relate to clinical service.
- ASHA Standard V-A: The applicant must have demonstrated knowledge of entry level and advanced certifications, licensure and other relevant professional credentials, as well as local, state, and national regulations relevant to professional practice.

Students are required to achieve an average score of 80% or higher in each learning objective to pass this course.

Upon completion of this course, students will:

- Demonstrate understanding of state licensure, ASHA certificate, CF requirements, Praxis requirements (IV-H).
- Demonstrate understanding of the role of clinical teaching and clinical modeling as well as supervision of students and other support personnel. (3.1.1B). Demonstrate the process of clinical education and supervision (3.1.6B).
- Demonstrate interaction and personal qualities of communication, collaboration, ability to provide counseling (3.1.1B).
- Demonstrate understanding of the characteristics of the individuals served (e.g., age, demographics, cultural and linguistic diversity, educational history and status, medical history and status, cognitive status, and physical and sensory abilities) and how these characteristics relate to clinical service (CAA 3.1.1B).

GRADES AND COMMUNICATION

Off-Campus Externship:

The majority of a student's grade will be provided to them by their external clinical supervisor(s) (CI) over the course of the semester. The external CIs will complete midterm and final evaluations of the students' Core Functions and Clinical Competencies as described below.

The ***Core Functions*** assesses requisite skills necessary to the field of speech-language pathology in five areas: communication, motor, sensory, intellectual/cognitive, interpersonal, and cultural responsiveness. The ***Clinical Competency Evaluation*** assesses clinical skills in the areas of evaluation, intervention, collaboration, and professionalism.

Externship Project:

Students will be completing a research-based project for their external CI based on an area of interest of the CI or the clinical site. All projects will be pre-approved by the course instructor by the 4th week of class. If the CI does not indicate an area of research, students will find a topic of research related to their clinical site. The student's grade will be based upon the presentation of the project and any handouts/supporting documentation.

Non-graded items:

The Clinical Liaison will maintain open communication with all external CIs to monitor students' progress and address any issues that arise.

Students will track their clinical encounters on **Tevera**. The external CIs will complete all grading documentation and sign clinical hours in Tevera.

EXHIBIT B

Insurance Certificate

Will be sent to the facility via email from 'Arthur J. Gallagher Risk Management'