

THIS AFFILIATION AGREEMENT ("Agreement") is effective as of the latest date set forth on the signatures below ("effective date") between the **University of Mount Union** (hereinafter called the "University") and **Mid-Ohio Educational Service Center** (hereinafter called the "Clinical Agency").

WHEREAS, the **University** conducts programs for qualified students pursuing a degree in occupational therapy (herein after called the "Program") and which require a general clinical, internship, or preceptorship; and

WHEREAS, the **Clinical Agency** is a healthcare provider that offers nursing, physician assistants, physical therapy, and or occupational therapy services and can provide an educational environment within its clinical facilities which would be beneficial to students pursuing a nursing and or allied health career program of study, and which would aid in the expansion of knowledge in the nursing and allied health sciences generally consistent with the **Clinical Agency's** role of service to the community; and

NOW, THEREFORE, in consideration of the mutual promises herein, **University** and **Clinical Agency**, hereby agree to the following:

Terms and Conditions

1. Relationship

- 1.1. This Agreement is between independent parties, acting as independent contractors. Neither party is an employer, employee, member, shareholder, partner, or joint-venturer of the other.
- 1.2. The Clinical Agency neither expressly nor impliedly grants to the University, including any student or faculty, authority to act on behalf of the Clinical Agency.
 - 1.2.1. The University will inform students that the relationship between students and the Clinical Agency in no way creates an employer-employee relationship.
 - 1.2.2. Students are not eligible for monetary compensation or any benefits, including (but not limited to) workers' compensation, unemployment compensation, vacation, sick time, health or life insurance, or any other benefit the Clinical Agency offers to its employees.
 - 1.2.3. At no time will any student or faculty expressly or impliedly represent himself/herself as being an employee, agent, or representative of the Clinical Agency.
- 1.3. The University neither expressly nor impliedly grants to the Clinical Agency, including any of its workforce, authority to act on behalf of the University, except as stated in this Agreement.
- 1.4. There are no intended express or implied third-party beneficiaries to this Agreement.

2. Designated Representatives and Clinical Instruction Plan

- 2.1. Each party will designate a qualified individual to serve as its primary contact.
- 2.2. The University's contact, in consultation with the Clinical Agency's contact, will develop a Clinical Instruction Plan designed to meet the clinical education goals of the Program.
 - 2.2.1. Details of the Clinical Instruction Plan may be periodically modified by mutual written consent to ensure that the Clinical Instruction Plan is consistent with legal and accreditation requirements, as applicable, and continues to meet the parties' goals.
 - 2.2.2. The University and the Clinical Agency will communicate and cooperate in interpreting and implementing the Clinical Instruction Plan.

3. Conditions

- 3.1. The Program must be accredited, pre-accredited, or in the process of being accredited, by the appropriate accrediting bodies.
- 3.2. The Clinical Agency must be accredited and/or licensed by the appropriate accreditation body or licensing agency.

4. Insurance

- 4.1 The University must maintain, for itself, its students, and faculty, appropriate professional liability insurance, either through a commercial insurer or through a program of self-insurance, with coverage of at least \$2,000,000 per occurrence and \$4,000,000 aggregate per year and must provide the Clinical Agency with proof of insurance before the beginning of students' clinical experiences at the Clinical Agency, with updates, upon request. This insurance coverage obligation continues beyond the termination or expiration of this Agreement for claims relating to services provided or acts occurring during the period of this Agreement, whether such claims are made during the period of this Agreement or after termination.
- 4.2 The Clinical Agency must maintain, for itself and its employees and agents, appropriate professional liability insurance, either through a commercial insurer or through a program of self-insurance, with coverage of at least \$2, 000,000 per occurrence and \$4,000,000 aggregate per year and must provide the University with proof of insurance, with updates, upon request. This insurance coverage obligation continues beyond the termination or expiration of this Agreement for claims relating to services provided or acts occurring during the period of this Agreement, whether such claims are made during the period of this Agreement or after termination.

5. Indemnification

- 5.1 The University will hold harmless, indemnify, and defend the Clinical Agency against all claims, demands, or causes of action whatsoever arising out of the alleged negligence or other actions of any of its Students during the clinical experience instruction, unless the negligent act or other alleged action or omission was the direct result of the failure by a Clinical Agency employee, contractor, or agent to properly supervise.
- 5.2 The Clinical Agency shall hold harmless and indemnify the University against all claims, actions or liabilities incurred as a result of the negligence or other actions of any of its employees, contractors or agents during the clinical experience instruction.
- 5.3 Both parties will maintain sufficient insurance to cover these indemnification responsibilities.
- 5.4 These indemnification provisions shall survive the expiration or termination of this Agreement.

6. Responsibilities and Rights of the University

The University will:

- 6.1. Assign to the Clinical Agency only those students, in a number mutually agreed upon by the parties, who are qualified and in good standing at the University.
 - 6.1.1. The University represents that each student satisfies all health and training requirements designated by the Clinical Agency.
 - 6.1.2. The University represents to the Clinical Agency that, to the best of its knowledge, each student has no known communicable disease or other physical or mental illness or condition that could impair the student's ability, be detrimental to the safety or welfare, or interfere with the care to any of the Clinical Agency's patients. Students and faculty will meet all health, physical, and other requirements, as deemed necessary by the University and the Clinical Agency. Students will follow Clinical Agency's appropriate protocol and procedures regarding absence and illness. Students are responsible for maintaining appropriate health care coverage and for assuming the cost of necessary care provided by the Clinical Agency.
- 6.2. Train students about the privacy and confidentiality of individually identifiable patient information and the student's responsibility to comply with HIPAA's Privacy Rules and the Clinical Agency's policies and procedures for HIPAA compliance, including any prohibition about smart phone use, photographing patients, or social media posting. This requirement for safeguarding patient privacy continues beyond the termination or expiration of this Agreement. Students will be expected to conform with applicable institutional rules of the Clinical Agency developed in response to the HIPAA

regulations. All students of the University will receive HIPAA training on those issues applicable to their training and will be expected to complete additional site-specific training when required by the Clinical Agency.

- 6.3. The Program will ensure that students have proof of a current (within prior 12 months) BCI (Bureau of Criminal Investigation) and FBI (fingerprinting) background check prior to beginning the clinical education experience.
- 6.4. Inform students that they shall not give service to any patients of the Clinical Agency apart from that rendered during a clinical education experience, and further inform students that they are subject to the authority, policies, and regulations of the University and the Clinical Agency during their clinical rotation.
- 6.5. Designate faculty who are on-site at the Clinical Agency for any purpose related to the Clinical Education Experience, and are subject to the terms of this Agreement.
- 6.6. Provide the Clinical Agency with objectives, and clinical goals for students assigned to the Clinical Agency. The University will provide to Clinical Agency, upon request, a Student Handbook, copies of written University rules, regulations, policies, and protocols not otherwise described in this section that may apply to students.
- 6.7. Provide to the Clinical Agency written notice of the schedule of student assignments, learning experience dates, times, and units desired.
- 6.8. University reserves the right to remove any Student from the Program and to substitute a Student(s) in the event of that removal.

7. Clinical Agency's Responsibilities and Rights

The Clinical Agency will:

- 7.1. Provide the University and/or faculty access to orientation materials that will be furnished to students, including written policies, procedures, standards of care and protocols of the Clinical Agency, which will govern the students during their clinical rotation as part of the Program.
- 7.2. Designate, schedule, and make available to students clinical settings that are conducive to learning experiences in clinical practice, according to professional standards and applicable accreditation requirements.
- 7.3. Cooperate with the University in determining the number of student assignments, site visits by University or its faculty, hours, location, and type of clinical experiences that are appropriate and meaningful for meeting clinical educational objectives and applicable accreditation requirements for students involved with patient care under this Agreement. The Clinical Agency's decisions relating to the identity and circumstances under which clinical experiences will be final.

- 7.4. Provide access to parking, lockers, and food services for students to the same extent as it provides access to its employees.
- 7.5. Require students, even though they are not employees, to comply with the Clinical Agency's rules, regulations, policies and procedures.
- 7.6. Not allow students absences from regular duties during clinical assignments, without first notifying and obtaining prior approval by the University, except for emergencies.
- 7.7. Provide first aid and emergency medical care to students for acute illness or injuries sustained at the facility and charge for medical care rendered, unless waived by the Clinical Agency.
- 7.8. Reserve the right to immediately remove a student from a procedure or situation when the student poses a risk of harm to patients or employees, safety concern, compliance violation, behavioral or serious health concern, or who violates the Clinical Agency's policies, as determined by the Clinical Agency. In the event that Clinical Agency makes the decision to remove a Student from a healthcare situation or experience, Clinical Agency agrees to cooperate with University in that removal process, including, where reasonably practicable, allowing the University to facilitate that removal through its standard procedures. In addition, in the event that a Student is removed from a care situation, and that removal occurs before the end of an academic semester, where reasonably practicable, Clinical Agency will place the Student into another healthcare learning situation and will permit the Student to complete the semester unless, at the direction of the University, University elects to replace that Student with another Student and/or to place the Student to be removed into another healthcare learning situation.

8. Compliance With Laws and Regulations

- 8.1 Both University and Clinical Agency shall comply with all applicable state and federal laws, rules, and regulations, including, but not limited to, regulations by federal agencies governing healthcare. Compliance by both University and Clinical Agency shall include compliance with the provisions of FERPA, governing Student privacy rights and the requirements of State Authorization Reciprocity Agreements ("SARA") as the same may be promulgated from time to time. Attached hereto as "Exhibit B" is Section 5.13 of the SARA manual regarding Supervised Field Experience. Neither party shall unlawfully discriminate against any person.

9. Dismissal Protocol

As provided in Section 7.8 above, the University and the Clinical Agency will collaborate, and cooperate, where reasonably practicable, in the determination as to whether a student should be terminated from a clinical assignment or from the Program. The University and the Clinical Agency will contact the other regarding any potential termination of a clinical assignment if the Clinical Agency or the University feels the clinical assignment is not meeting the Student's

objectives within the Program, or that the Student is unable to perform the responsibilities directed by the Clinical Agency. The Clinical Agency shall notify the University, as soon as reasonably practicable, regarding any desires by the Clinical Agency to dismiss a Student from a clinical assignment or from the participation in the Program at the Clinical Agency location and, as provided in 7.8, to the extent reasonably practicable, Clinical Agency will cooperate with the University in participating in disciplinary proceedings conducted by the University in accordance with its student discipline or dismissal guidelines, and permit the student to remain in the Program until completion of any then-existing academic semester term at the University.

10. Term

- 10.1. This Agreement begins on _____, 20_24_. It will remain in effect for a term of 12 months. Thereafter, this agreement shall automatically renew for successive 12-month terms, without limitation unless terminated by either party.
- 10.2. This Agreement may be terminated by either party upon written notice to the other at least ninety (90) days before the expiration of the term in effect hereunder. This Agreement may only be revised or modified by written amendment signed by both parties.
- 10.3. If this Agreement terminates for any reason, the parties will cooperate, to the extent permitted by law, to allow students to complete the term of their clinical rotation at the Clinical Agency, or until reasonable accommodations can be made to transfer students, so their clinical education is not interrupted.

11. Notices

All notices, demands, elections, requests, consents and other communications required under this Agreement must be made in writing and either hand-delivered with appropriate proof of receipt, or sent by certified mail, return receipt requested and addressed as follows:

If to University: University of Mount Union
 1972 Clark Ave.
 Alliance, OH 44601
 Attn: Vice President for Academic Affairs

If to Clinical Agency: Name _____

Address _____

Attn: _____

All notices will be deemed given as of the date of receipt by addressee or seven (7) days after the date of postmark of mailing, whichever occurs first. Attached as Exhibit A is the University department contact information.

12. Specific Program Requirements. Attached as Addendums hereto shall be specific requirements or program guidelines appropriate for the particular healthcare experience and specialty anticipated by University and Clinical Agency pursuant to this Agreement (whether the Program involves nursing, physician assistant studies, physical therapy, and/or occupational therapy). University and Clinical Agency shall acknowledge receipt and approval of the applicable addendum by signature of both parties.
13. General
- 13.1. This Agreement states the entire intent, understanding, and contract between the parties. It supersedes all prior oral, electronic, or written contracts or arrangements.
- 13.2. This Agreement may not be amended and no Term or Condition waived, except in writing, and signed by authorized representatives of both parties. No attempt to modify this Agreement by “course of conduct” will be valid. Any attempt to modify this Agreement by email will not be valid, unless the email is printed and signed by authorized representatives of both parties.
- 13.3. This Agreement may not be assigned by either party without the prior, written consent of the other. All Terms and Conditions of this Agreement will be binding on any successor, subcontractor, or assignee.
- 13.4. This Agreement will be considered drafted jointly by both parties with no presumption of construction against either party. The language of all parts of this Agreement will be construed as a whole, according to the fair meaning, and not strictly construed for or against either party.
- 13.5. Ohio law controls the interpretation and enforcement of this Agreement. Jurisdiction and venue are irrevocably established in the Court of Common Pleas for Stark County Ohio. The parties agree to attempt to mediate any disputes before commencing any action.
- 13.6. If any Term or Condition of this Agreement is determined to be illegal, unenforceable, against public policy, or it would jeopardize either party’s accreditation or participation in any federal or Ohio program, then that Term or Condition will automatically be voided, and the parties will promptly amend this Agreement to comply with applicable law and/or accreditation standards. If it is impracticable to amend the Agreement, then it will terminate automatically. Termination of the Agreement will not affect the obligations of the parties that had accrued while the Agreement was in effect.
- 13.7. Authorized representatives of the parties are signing two originals of this Agreement, which may be accomplished in counterparts that together form one, original, enforceable contract.

University of Mount Union:

Vice President of Academic Affairs

Date: _____

Chief Financial Officer

Date: _____

Program Director of Occupational Therapy

Date: _____

Clinical Agency:

Agency Name _____

By _____ (sign)

Date: _____

Its: _____ (title)

EXHIBIT A

Program	Contact Information
Master of Science in Occupational Therapy	Janine Ricketts, MS, OTD, OTR/L Academic Fieldwork Coordinator 1972 Clark Ave. Alliance, OH 44601 (330) 829-4173 minardca@mountunion.edu Dr. William E. Cunion Vice President of Academic Affairs (330) 823-2690 cunionwe@mountunion.edu

EXHIBIT B **SARA MANUAL**

5.13 Supervised Field Experiences⁷

- a. If the host state requires approval of supervised field experiences by agencies or boards responsible for professional requirements in fields requiring licensure or certification for practice, such professional approval requirements remain in effect.
- b. Supervised field experiences, except for requirements of professional licensing entities as noted in "a" above, and subject to the following limitations, do not establish a physical presence under SARA and are therefore covered by the provisions of SARA governing interstate distance education activity, whether the field experience is part of a distance-education or campus-based program.
- c. Existing contracts among provider institutions and sites used for supervised field experiences as of the date that an institution begins participating in SARA are not impaired, revised or otherwise affected by SARA. At the time that any provision of such a contract is changed, the new contract must comply with SARA policies and standards set forth herein.
- d. A contract for supervised field experiences to be covered by SARA is limited as follows. Such a contract:
 1. Cannot provide for the placement of more than ten students from an individual academic program placed simultaneously at one clinical or practicum site, unless approval for a larger number is provided by the host state SARA portal entity.
 2. May be objected to by the host state portal entity on grounds that the institution has:
 - i. a demonstrable failure to achieve an acceptable professional licensing rate in the host state if the program customarily leads to licensure, provided that the acceptable rate is not higher than the lower of (a) the lowest rate of a host state-based institution in good standing or (b) the average state licensure rate, or
 - ii. an unreasonable number of valid, documented complaints about program operation or quality which have not been adequately resolved by the institution.
 3. If a host state objects to a supervised field experience or clinical placement under SARA on the grounds set forth in subsection (2) above, the affected regional compact(s) shall determine whether the placement is allowable under SARA, using procedures to be developed for that purpose.

⁷ The term "supervised field experiences" is defined in Subsection 1.28 and is not repeated in this section of the document. Examples include practica, student teaching, or internships.

- i. Any student enrolled in an academic program prior to the time the institution begins operations under SARA may remain in any supervised field experience site to which the student is assigned, irrespective of SARA policies.
- ii. An institution operating under SARA that owns a supervised field experience, clinical or practicum site is not subject to the limitations of subsection (d) on placement of its own students at such a site.
- iii. SARA policies and standards regarding supervised field experiences do not supersede, replace or modify any federal law that would affect students placed under SARA. SARA policies are subsidiary to any such federal laws covering the same subjects.

EXPLANATORY NOTES

N1 - If a college has a pre-existing contract for placement of students in clinical sites, and that contract allows for more students or a longer period of time than SARA allows, does participating in SARA invalidate the contract?

No. SARA has no effect on pre-existing contracts of this nature. However, such contracts must be in compliance with existing state law in the state where the clinicals take place at the time the institution begins operating under SARA. When such a contract is revised or renegotiated, and both states are SARA members, SARA rules apply to future contracts.