

AFFILIATION AGREEMENT

This agreement is dated the _____ day of _____, _____ by and between **The Cleveland State University** (hereafter referred to as the University), and

_____ (hereafter referred to as the Facility).

WHEREAS, the University is currently conducting educational programs in **Occupational Therapy, Physical Therapy and Speech and Hearing** (hereafter referred to as the Programs) located in the Department of Health Sciences within the College Science, and desires to obtain Fieldwork/Clinical Education Experiences (hereafter referred to as Clinical Education) for the students enrolled in the Programs.

WHEREAS, the Facility, has the facilities and is willing to provide a Clinical Education Experience at the Facility to students enrolled in the Programs.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Facility and the University agree as follows:

1. General Responsibilities

- a. The Facility shall designate and submit in writing to the University, the name, professional and academic credentials of the person(s) to be responsible for the Clinical Education Experience (hereafter referred to as the Facility Coordinator).
- b. The Facility will provide Clinical Education Experience to students enrolled in the Program. The number of students, their level and program of education within the Facility, and the scheduling of their education at the Facility, shall be determined by mutual agreement between the Fieldwork Coordinator/Academic Coordinator of Clinical Education of the Program (hereafter referred to as Academic Coordinator), and the Facility Coordinator.
- c. It is agreed by both parties that there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, handicap, sexual orientation, handicap or disability, disabled veteran, or Vietnam era veteran or protected veteran status.
- d. The Clinical Education may involve students with direct Therapy services, research, administration and/or education. Selected activities may include the assignment of patients/clients, participation in ward rounds, patient/client conferences, team meetings, staff meetings, in-service educational programs, clinics, special lectures, and similar activities at the discretion of the Facility Coordinator.
- e. The student will be expected to meet the personal, ethical and professional standards

required of the Facility. Regulations and procedures of the University, the Program and the Facility will be applicable to the students while at the Facility.

- f. The Facility shall take all necessary steps to assure adherence to the regulations governing students that are mutually agreed upon between the University and the Facility. If necessary, any disciplinary action will be taken by the University in consultation with the Facility.
- g. The students are not considered employees of the Facility. While at the Facility, the students need not be covered by Social Security, Unemployment Compensation, or Worker's Compensation.
- h. The students will be required to furnish proof of individual negligence or malpractice insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, as well as proof of coverage against sickness or accident, at least four weeks before the beginning date of the Clinical Education Experience unless an emergency necessitates a change in the student's arrival. Neither the University nor the Facility is obligated to furnish students with such coverage.
- i. The University may refer to the affiliation with the Facility in the University catalogue and in other public information materials regarding the University's Program. The Facility may refer to the affiliation with the University in Facility brochures and other public information materials having to do with Clinical Education programs.

2. Responsibilities of the University

- a. The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- b. The Academic Coordinator shall be a faculty member who will coordinate the placement of the participating student with the Facility Coordinator.
- c. The University is responsible for supplying student evaluation forms and any other additional information required by the Facility prior to the arrival of students.
- d. The University will keep the Facility informed of the level of preparation and types of experiences the student has received outside the Facility.
- e. The University agrees to provide low cost continuing education opportunities on the University's campus for occupational/physical therapists at least one time per year.
- f. The University reserves the right to remove a student from a Facility at any time, if the Academic Coordinator determines such removal to be appropriate.
- g. The University supervisor of the external Speech and Hearing practicum will make a minimum of one visit during the practicum period for student observation and consultation with program supervisors at the Facility. The University coordinator will be available for consultation upon request.
- h. The Facility shall, on reasonable request by the University, permit University and any agency charged with accreditation of the University, to inspect the Facility's services facilities, student records, and other items pertaining to the clinical experience.

3. Responsibilities of the Facility

- a. The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the University on forms provided by the University or on forms mutually agreed upon by both parties. All such records and reports shall be treated as confidential, shall be used only in furtherance of this Agreement, and shall not be further disclosed without the student's written consent except as required by law.
- b. For Speech and Hearing students, the Facility agrees to provide supervision in accordance with state and national requirements (refer to Procedures Manual for Off-Campus Supervision for specific requirements). All supervisory personnel of the Facility involved in this cooperative endeavor must hold the Certificate of Clinical Competence of the American Speech-Language-Hearing Association in the appropriate area of speech-language pathology or audiology for which supervision is provided. In addition, they must hold licensure in the appropriate area.
- c. The Facility has the right to request the University to withdraw from Clinical Education any student whose performance is unsatisfactory, or whose personal characteristics, health status or conduct is a detriment to the student's successful completion of the Clinical Education, to the operation of the Facility, or to the care and well-being of patients/clients.
- d. The Facility shall, on reasonable request by the University, permit University and/or any agencies charged with accreditation of the Program to inspect its facilities, services available for learning experiences, student records, or other items pertaining to Clinical Education.
- e. The Facility agrees to keep the University informed regarding the student's level of education and performance.
- f. The Facility shall notify the University in writing of any changes or proposed changes of the Facility Coordinator.
- g. The Facility shall at all times have sole responsibility for the care and treatment of patients/clients.

4. Responsibilities of the Student

- a. The student will be responsible for establishing his/her own housing and transportation during the clinical assignment.
- b. The student will be required to notify the facility and University supervisors of necessary absences at the earliest reasonable time.
- c. The student is responsible for providing any medical/health records or documentation of certifications (CPR, etc.) to the Facility.

5. Miscellaneous Terms

- a. This agreement is not assignable by the Facility without prior written approval of the University. This Agreement is binding upon the corporate successors of the parties.

- b. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- c. **This Agreement is valid for a term of five (5) years, commencing on the date of this agreement.** This Agreement may be canceled by either party at any time upon thirty (30) days prior written notice, by registered mail, to the other party hereto, and either the University or the Facility may request that this Agreement be re-executed with updated signatures.
- d. This Agreement may be amended only by a written agreement signed by both parties hereto.
- e. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other agreements and understandings, whether written or oral, relating to the subject matter hereof.
- f. In the event that the operation of the Facility or University is interrupted because of any act of regulation of any public authority, civil tumult, strike, epidemic, natural disaster, interruption or delay of transportation of utility services, war conditions, emergencies or any cause beyond the control of the Facility or University, this agreement may be suspended by the party so affected without prior notice during the period of such occurrence. The affected party shall not be liable for such suspension.
- g. The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- h. The headings used in this Agreement are inserted for convenience of reference only and in no way limit or define the terms hereof.
- i. The parties agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), which govern the use and/or disclosure of individually identifiable health information.
- j. Responsibility for Negligence: The University, to the fullest extent permitted by the State of Ohio law and decisions thereunder, shall be responsible for any and all personal injury and property damage (excluding attorney's fees) which is attributable to the negligent actions or omissions of the University, its trustees, officers, employees while acting within the scope of their employment, as set forth in Ohio Revised Code Section 2743.02. The Facility and University hereby agree that nothing in this provision shall be construed or interpreted as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02. The Facility shall be responsible for any and all personal injury and property damage (excluding attorney's fees) which is attributable to the negligent actions or omissions of the Facility, or its agents, officers, employees while acting within the scope of their employment, or professionals rendering services to third parties under the direction and control of the Facility. The Facility shall not be responsible for Workers Compensation, Social Security or Unemployment Compensation for the student.

UNIVERSITY

By: _____
David Anderson, PhD
Associate Dean
College Science

Date: _____

FACILITY

By: _____
Facility Administrator

Print Name

Date: _____

Initiated by: _____