

**CLINICAL EDUCATION AFFILIATION AGREEMENT**  
**BETWEEN**  
**XAVIER UNIVERSITY**  
**and**  
\_\_\_\_\_

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Xavier University, located in Cincinnati, Ohio, hereinafter referred to as the "School," and \_\_\_\_\_, located in \_\_\_\_\_, hereinafter referred to as the "Clinical Facility," to enable the use of the Clinical Facility's medical, educational, and community facilities by Xavier's faculty and students in the Department of Occupational Therapy's Clinical Program.

WHEREAS, it is to the mutual benefit of the Clinical Facility and the School to cooperate in educational programs using the facilities of the Clinical Facility, and

WHEREAS, it is in the best interest of the parties to plan jointly for the organization, administration, and operation of the educational programs,

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School and Clinical Facility do hereby agree as follows:

**ARTICLE I - SCHOOL RESPONSIBILITIES**

A. The School agrees to assign only faculty who have a current license to practice occupational therapy and the necessary education and experience to be competent in the area of specialty in which the faculty member is providing clinical supervision and/or training. The School shall provide documentation of licensure upon request. The School agrees to designate an Academic Fieldwork Coordinator to coordinate the planning and implementation of the fieldwork experience with the Clinical Facility.

B. The School warrants that each student and faculty member assigned to work with the Clinical Facility is in good standing with the School and, if applicable, the appropriate licensure board, and has on record:

(1) A physical examination showing that the student or faculty member is free of communicable diseases, including results of annual tuberculosis tests, required vaccinations, hepatitis B immunization, and vaccinations past the age of one year for measles, mumps, and rubella;

(2) Evidence of a criminal background check;

(3) Coverage under a policy of health insurance; and

(4) Current immunizations as required by the Clinical Facility.

The School shall provide copies of such records to the Clinical Facility when requested, but, with regard to student records, only with the consent of the student. If the student declines, the Clinical Facility can elect not to accept the student.

C. If employees of the School will be in the Clinical Facility with students during the Clinical Program experience, the School shall provide evidence of workers' compensation insurance covering

its employees. No student or employee of the School shall be considered an employee of the Clinical Facility at any time during the term of this Agreement.

D. The School will assign to the Clinical Program only those students who have satisfactorily completed the prerequisite portions of the curriculum.

E. The School shall disseminate the established rules and regulations of the Clinical Facility to the participating students, and agrees to remove from the Facility any student who does not abide by such rules and regulations.

F. The School agrees to provide evidence of professional liability insurance coverage in the amount of \$2,000,000/\$4,000,000 for all of its students, and for all of its employees and agents who are assigned supervisory or administrative duties in the Clinical Facility in connection with the clinical affiliation of the School's students.

G. Before a student is placed with the Clinical Facility, the School agrees to inform the student that he or she will not be covered under the Clinical Facility's Workers' Compensation insurance.

H. The School agrees to provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations, and to provide documentation of this instruction to the Clinical Facility.

I. The School shall set academic criteria for clinical placement.

J. The School agrees to provide a written description of the educational objectives and fieldwork experience planned for each group of students.

## **ARTICLE II - CLINICAL FACILITY RESPONSIBILITIES**

A. The Clinical Facility agrees to provide the physical facilities and equipment necessary to conduct the fieldwork experience.

B. The Clinical Facility agrees to provide emergency care, if available, to students or faculty for any accident, injury, or illness on the same basis as it provides such emergency services to employees of the Clinical Facility. Responsibility for all expenses and for follow-up care remains with the student/faculty member.

C. The Clinical Facility agrees to permit at reasonable times and with reasonable advance notice the inspection of the Clinical Facility, the services available for clinical experiences, the student records and other items pertaining to the Clinical Program by the School or by the School's accreditation agencies.

D. The Clinical Facility agrees to allow students and supervising faculty of the School access to the Clinical Facility's library facilities and cafeteria (if either is available) on the same basis as the Clinical Facility's employees, including cafeteria discounts, if these services are available.

E. The Clinical Facility agrees that the participating students are part of the Clinical Facility's "Workforce" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164 and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164.

F. The Clinical Facility agrees to follow all applicable portions of the School's curriculum guide for physical and/or psychosocial dysfunction.

G. The Clinical Facility agrees to designate as Fieldwork Educator the staff member who will be responsible for the planning and implementation of the fieldwork experience. The staff member so designated shall meet the criteria established by the appropriate professional association for supervising students. The Clinical Facility agrees to provide documentation of licensure upon request.

H. The Clinical Facility agrees to provide the Fieldwork Educator with time to plan and implement the fieldwork experience including, when feasible, time to attend relevant meetings and conferences.

I. The Clinical Facility agrees to evaluate the performance of the assigned student on a regular basis using the evaluation forms developed by the Clinical Facility and the School. The completed evaluation will be forwarded to the School within one (1) week following conclusion of the student's fieldwork experience.

J. The Clinical Facility agrees to advise the School at least by midterm of any serious deficit noted in the ability of any assigned student to progress toward achievement of the stated objectives of the fieldwork experience. It will then be the mutual responsibilities of the assigned student, the Fieldwork Educator, and the Academic Fieldwork Coordinator to devise a plan by which the student may be assisted to achieve the stated objectives.

K. The Clinical Facility agrees to inform the School, in writing and at least thirty days prior to student placement, of any changes in facilities which may affect the clinical experience of the School's students.

L. The Clinical Facility agrees to keep clinical performance evaluation, clinical competency, attendance, clinical rotation and in-service records on the students and to provide said records to the School upon request.

M. The Clinical Facility understands that information received from the School regarding students participating in the fieldwork experiences is subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), and the Clinical Facility agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without obtaining the student's consent.

### **ARTICLE III - JOINT RESPONSIBILITIES**

A. The Clinical Facility reserves the right to restrict the clinical activity of students who evidence symptoms of communicable infections until such time as the symptoms abate or the student is determined not to be infectious by the Clinical Facility.

B. There shall be no discrimination by criteria for admission to either the School or the Clinical Program based upon considerations of race, sex, religion, age, national origin or qualified disability under the Americans with Disabilities Act.

C. The number of students placed with the Clinical Facility shall not exceed the guidelines of capacity as set forth by the Clinical Facility.

D. The School and the Clinical Facility jointly agree to the following financial arrangements:

(1) Non-Clinical Facility operating expenses specific to the Clinical Program are the responsibility of the School.

(2) Tuition shall be determined by the School.

(3) The Clinical Facility shall levy no fees upon students as a condition of the clinical education portion of the program.

E. The Clinical Facility has the right to refuse access to and/or remove from its clinical areas any student who does not meet the Clinical Facility's standards and policies for good patient care, health, safety, dress, appearance, or ethical behavior. Such action will not be taken until the grievance against the student has been discussed with the Academic Fieldwork Coordinator or other appropriate representatives of the School, and both the School and the Clinical Facility agree to such action. However, if the student's behavior poses an immediate threat to the effective delivery of health care services to patients of the Clinical Facility, the Clinical Facility may take such action unilaterally.

F. The School and the Clinical Facility will carry out their responsibilities and obligations under this Agreement at all times in compliance with Federal, state, and local laws, rules, regulations, and policies of the Clinical Facility and the School, the Medical Staff Bylaws of the Clinical Facility and the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").

G. This Agreement shall remain in full force and will be in effect on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this agreement at any time by providing the other party with thirty (30) days prior written notice upon the material breach of the other party and the failure of such party to cure such breach within a reasonable period of time (as determined by the non-breaching party) following notice of such breach. All students involved in the Clinical Program at the time of termination shall be permitted to complete the current term.

H. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio, excluding its conflicts of laws principles.

I. This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.

J. This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

XAVIER UNIVERSITY  
Cincinnati, Ohio

By: \_\_\_\_\_  
Dr. Cynthia Geer  
Dean, College of Professional Sciences

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_