



OHIO
UNIVERSITY

COLLEGE OF HEALTH SCIENCES AND PROFESSIONS

**College of Health Sciences and Professions
Office of Clinical Education
W151 Grover Center, Athens, OH 45701
P: 740-593-9457 F: 740-593-4707**

and

COUNTY OF TULARE

Executed Global Health Sciences and Professions Affiliation Agreement

The attached affiliation agreement includes the following programs that are checked below:

- Athletic Training
- Audiology
- Child and Family Studies
- Community Health
- Exercise Physiology
- Dietetics
- Health Services Administration
- Long Term Care
- Nursing
 - BSN
 - RN
 - MSN
 - DNP
- Physical Therapy
- Physician Assistant
- Speech-Language Pathology
- Social Work

**OHIO UNIVERSITY'S COLLEGE OF HEALTH SCIENCES AND PROFESSIONS
AFFILIATION AGREEMENT**

This Agreement is made and entered into this _____ by and between **COUNTY OF TULARE**; hereinafter referred to as "COUNTY" and **Ohio University through its College of Health Sciences and Professions**, hereinafter known as the "College."

WHEREAS, both parties to this agreement want to assure quality and continuity of care appropriate to the needs of the clients in the County;

WHEREAS, both parties desire to advance the education of health professions students through exposure and practice in clinical/learning placements;

WHEREAS, both parties are committed to attaining quality of purpose, and these shared goals are enhanced by our mutual agreement;

WHEREAS, nothing in this agreement shall alter the freedom enjoyed by either organization, nor shall in any way affect the independent operation of either organization;

ACCORDINGLY, IT IS AGREED:

PURPOSE: The purpose of this Agreement is to establish procedural guidelines authorized by the COUNTY and by the UNIVERSITY to provide each College student assigned to COUNTY as mutually agreed by both parties with information about the field education component of the curriculum and the responsibilities of each participant in field education.

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties hereto, the County and the College hereby covenant and agree with each other as follows:

I. MUTUAL RESPONSIBILITIES

The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the County and the College faculty and staff.

- A. The County will accept students selected by the program in which the student is enrolled and agreed upon by the County for a period of clinical education and/or portions of professional work requiring clinical exposure and practice. The nature of the experience shall be arranged by the College's Clinical Education Coordinator of the program in which the student is enrolled in conjunction with the individual designated as the County Coordinator of Clinical Education, within the stated philosophies and objectives of the College's program(s) and the County.
- B. The time periods and number of affiliating students assigned during any one clinical training period will be mutually agreed upon by the College and County. The County will have the right to refuse to accept, or revoke the acceptance of, any student prior to the student's entry into the clinical training experience.
- C. The College and County will be mutually responsible for providing affiliating students with information regarding the policies, rules and regulations of each County and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the County. The College acknowledges and agrees that the affiliating students shall abide by all policies

and regulations of the County including compliance with HIPAA regulations. It is the responsibility of the affiliating student to abide by any and all of the County policies and regulations.

- D. The College maintains the privilege of visiting the County before, after, and/or during the clinical education periods at times that are mutually convenient. Periodic contacts will be made to review and evaluate the clinical education program and facilities, to attempt to resolve specific problems which may interfere with the achievement of the objectives of the program. The College will give advance written notice to the County of any site visits by any of the College's representatives or accrediting agencies involved with the clinical education program.
- E. The County will have the right to remove any student from his/her assigned clinical training experience whenever the County determines, in its sole judgment and discretion, that the student's performance is unsatisfactory and/or his/her behavior is disruptive or detrimental to the County or its patients, or who fails to follow County's administrative policies, procedures, rules, and regulations.
- F. Students, except for the purposes of HIPAA, are not considered employees or agents of the County while engaged in clinical activities related to their educational experience covered under this Agreement, but are considered to be participating in clinical practicum. The College and County are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
- G. Responsibility: Each party agrees to be responsible for any negligent acts or negligent omission by or through itself of its agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to another.
- H. Limitations of Liability: In no event shall either party be liable to the other under any provision of this Agreement for any consequential, incidental, or special damages whether in contract or tort and including but not limited to loss of use, loss of data or information, however caused, lost profits or other economic loss, failure of any licensed program to perform in any way.
- I. LIVESCAN/CRIMINAL HISTORY: Students must submit to live-scan fingerprinting as part of a criminal history check, which will be provided to student by the COUNTY. The College Student's participation in the Health Sciences and Professions Affiliation Agreement will be contingent upon the criminal history/ Live Scan results. Convictions will be assessed by Human Resources and Development for relatedness to the Internship Program. Students with criminal convictions may be still be accepted into the program if there are mitigating circumstances or if the conviction is not related to the field practicum.

II. COLLEGE RESPONSIBILITIES

The College will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge basic skills, professional ethics, attitude and behavior, and patient confidentiality and Health Insurance Portability and Accountability Act, hereinafter referred to as HIPAA privacy requirements prior to the clinical affiliation.

- A. The College will appoint a representative as a coordinator of clinical education to act as a liaison between the College and the County, and prior to the educational experience and continuous with

it. There shall be close planning between the College Coordinator of Clinical Education, and the County Coordinator.

- B. The College shall reserve the right to revise any assignment prior to the student's entry into the County Clinical Education Program. The College agrees to withdraw a student from assignment to the County following consultation between all parties involved in the action.
- C. The College, shall reserve the right to withdraw a student from his/her assigned clinical education experience at the County when in the College's judgment the clinical experience does not meet the needs of the student.
- D. The College, through Ohio University, provides general liability insurance to students engaged in assigned field experiences in the amount of \$1,000.000 per occurrence, and provides malpractice insurance in the amount of \$2,000.000 per claim, with a \$6,000.000 aggregate. A Certificate of Insurance (COI) is available upon request.
- E. The College shall require the affiliating students to meet all immunization, health tests and certification requirements as designated by the County. Required proof will be the responsibility of the affiliating student, and must be provided before the clinical experience can begin.
- F. The College shall inform student(s) and faculty/instructor(s) that while at the County a student's and/or faculty/instructor's personal use of cell phones and other electronic devices must not interfere or inhibit patient care or County operations. Student use of cell phones/electronic devices is limited to activities, which enhance education, such as accessing medical literature and medical dictionaries or researching drugs and infectious diseases. Student(s) may not use cell phones/electronic devices to take pictures of or record (video/audio) patients, County employees or County property/facilities. Any student found violating this provision shall be subject to immediate removal from the patient care experience.

III. COUNTY OF TULARE RESPONSIBILITIES

The County shall provide the following service to the affiliating student:

- A. The County shall designate qualified preceptor(s)^{1,2,3,4,5,6} (aka field instructor and/or teaching assistant) as the Clinical Instructor assigned to teach, mentor, and evaluate the students according to the requirements of the College and programs therein.

¹ The following applies to any and all physician assistant (PA) students placed by the Physician Assistant Program:

PA students must be clearly identified in the clinical setting to distinguish them from physicians, medical students and other health profession students and graduates.

Identified preceptors must consist primarily of practicing physicians and PAs.

Supervised clinical practice experiences should occur with:

- 1. physicians who are specialty board certified in their area of instruction,
- 2. PAs teamed with physicians who are specialty board certified in their area of instruction, or
- 3. other licensed health care providers experienced in their area of instruction.

Supervised clinical practice experiences should occur with preceptors practicing in the following disciplines: family medicine, internal medicine, emergency medicine, general surgery, pediatrics, ob/gyn, and behavioral and mental health care and must occur in the following settings: outpatient, emergency department, inpatient, and operating room. Additional elective clinical practice experiences may also occur in medical and surgical specialties and subspecialties.

² The following applies to any and all nursing students placed by the School of Nursing:

"Preceptor" means a registered nurse or licensed practical nurse who meets the requirements of this chapter, who provides supervision of a nursing student's clinical experience at the clinical agency in which the preceptor is employed, to no more than two students at any one time, and who implements the clinical education plan at the direction of a faculty member responsible for the course in which the student is enrolled.
"Teaching Assistant" means a person employed to assist and work at the direction of a faculty member providing instruction in the classroom,

- B. As necessary, the County shall designate at least one qualified clinical instructor or preceptor as a clinical instructor for backup purposes.

laboratory, or in a clinical setting in which nursing care is delivered to an individual or group of individuals, and who meets the qualifications set forth in this chapter.

The teaching assistant or preceptor providing supervision of a nursing student shall at least:

- a. Have competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student;
- b. Design, at the direction of a faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled;
- c. Clarify with the faculty member:
 - i. The role of the teaching assistant or preceptor;
 - ii. The responsibilities of the faculty member;
 - iii. The course and clinical objectives or outcomes;
 - iv. The clinical experience evaluation tool; and
- d. Contribute to the evaluation of the student's performance by providing information to the faculty member and the student regarding the student's achievement of established objectives or outcomes.
- e. A preceptor shall provide supervision to no more than two nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students.

³ The following applies to any and all Speech-Language Pathology students:

1. The County shall designate a minimum of one state licensed speech-language pathologist as the clinical instructor. Clinical hours to be applied toward ASHA certification must be completed under the direct supervision of an ASHA certified and state licensed speech-language pathologist. In the case that this individual is not available, at any time during the externship (vacation, sick leave, etc.), a backup preceptor with these qualifications must be assigned by the County.
2. The designated clinical instructor must be on site during all times which a student provides services.
3. The amount of supervision must be appropriate to the student's level of training, education, experience, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with the ASHA and State Licensure Code of Ethics⁴. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.

⁴ The following applies to any and all audiology students:

1. The County shall designate a minimum of one state licensed audiologist as the clinical instructor. Clinical hours to be applied toward ASHA certification must be completed under the direct supervision of an ASHA certified and state licensed audiologist with a minimum of 9 full-time months of experiences. In the case that this individual is not available, a backup preceptor with these qualifications must be assigned by the County.
2. The designated clinical instructor must be on site during all times which the student provides services.
3. The amount of supervision must be appropriate to the student's level of training, education, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with the ASHA and State Licensure Code of Ethics.
4. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.

⁵ The following applies to the Nutrition Program:

1. The Clinical preceptor providing supervision to the dietetic student shall meet/exceed the following criteria:
 - a. Maintain Active Registered Dietitian/Nutritionist Status
 - b. Meet current credentialing requirements as evidenced by submission of approval learning plan and completion of required CPEU's as deemed by the Commission on Dietetic Registration (CDR).
 - c. Have competence in the area of clinical practice in which the preceptor is providing supervision to a student.
 - d. Design, at the direction of the faculty members, the student's clinical experience to achieve the state dietetic field experience objectives.
 - e. Contribute to student evaluation by providing a completed mid-point and final student performance evaluation to the faculty member and the student regarding the student's achievement of established objectives or outcomes.

⁶ The following applies to the Physical Therapy Program:

1. The Clinical Instructor for the physical therapy students will:
 - a. Be a licensed physical therapist with at least one year of experience
 - b. Be an effective role model and clinical teacher
 - c. Demonstrate competence in clinical practice
 - d. Follow all applicable laws and rules governing supervision of students, ensuring at a minimum, on-site supervision when students are engaged in patient care.

- C. The County shall provide clinical education experiences as stated in the Objectives and Philosophy of the College, and agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, the County agrees to provide student access to available educational and instructional materials and provide sufficient meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
- D. The County shall provide the College with written evaluation of the affiliating student's performance. The format of these evaluations is to be agreed upon by the College and the County.
- E. The County and the County Coordinator of Clinical Education will have sole and primary responsibility for client care and treatment. The affiliating student will participate in providing, but will not be solely responsible for client care and other clinical services rendered at the County as part of the student's experiences.
- F. The County shall provide the physical facilities and equipment necessary for the clinical education experience.
- G. If appropriate facilities and services are available at County, the County will be responsible for providing emergency care for student illness or accident occurring on the County premises during the course of the clinical assignment, but is not responsible for the cost of such care. The College will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the County.
- H. All records kept by the County relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C 1212(g)

IV. STUDENT RESPONSIBILITIES

- A. The student will follow the policies, procedures, rules and regulations established by the County during student clinical affiliation in that County, including those governing the confidentiality, privacy and security of protected health information under HIPAA.
- B. The student will provide student own health insurance coverage for the period of the clinical education experience, and will provide evidence of such coverage to County upon request. The student will be advised that student is not eligible to participate in any of the County's clinical education programs until such insurance coverage is acquired and evidence has been submitted.
- C. The student has the right to appeal any decision made by the County or the College which will have adverse effects upon student, subject always to the rights, policies, procedures, rules and codes of conduct of the County and College. County is not bound by any College decisions.
- D. The student may acquire, in addition to general and professional liability insurance provided by the University, student own professional liability insurance with minimum liability limits of \$1,000,000 medical incident and \$3,000,000 aggregate.

V. GENERAL

- A. The Term of this Agreement shall begin on the date of this Agreement and shall continue for (5) five years unless either party has terminated this Agreement by advising the other party of its

intent to terminate in writing at least four (4) months prior to the desired termination date. This Agreement may be modified by mutual written consent at any time. Students whose clinical experience is in progress when a termination notice is given, will be permitted to complete the clinical rotation.

- B. Amendment and Modifications: This Agreement may be amended or modified by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- C. Legal Construction: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- D. Assignment of Agreement: Nether party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
- E. Media: The parties agree that they will not use the other parties' name in any advertising, promotional material, press release, publication, public announcement or through other public media, written or oral, whether to the pubic press, the holder of publicly owned stock or otherwise relating to this Agreement or to the performance hereunder of the existence of an arrangement between the parties without the prior written consent of the other party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

COUNTY OF TULARE

OHIO UNIVERSITY, THROUGH ITS COLLEGE OF
HEALTH SCIENCES AND PROFESSIONS

By: _____
Name:
Title:

By: Marianne Malawista
Marianne Malawista, Ph.D.
Senior Director for Clinical Education

Date: _____

Date: 3-19-2020

Address: _____

Email: _____

Phone: _____

Fax: _____

Approve As To Form:
County Counsel

By: Jennifer M. Flores
Deputy

Matter No: 2019548