

**CLINICAL EDUCATION AFFILIATION AGREEMENT
OCCUPATIONAL THERAPY AND PHYSICAL THERAPY STUDENTS**

This Agreement, effective April 1, 2021 is entered into by and between Georgia State University ("School") and The Ohio State University on behalf of its Health System, Arthur G. James Cancer Hospital and Richard J. Solove Research Institute and Ambulatory Services Site for the medical center rehabilitation department ("Clinical Site") for the purpose of establishing a clinical education affiliation agreement for occupational therapy and physical therapy students.

WHEREAS, the School wishes to establish a clinical education program to provide instruction and clinical education experience to its students; and

WHEREAS, the Clinical Site has the facilities necessary to implement a clinical education program; and

WHEREAS, the School and Clinical Site mutually desire to promote excellence in patient care and health education by allowing students to progress to advanced levels of performance;

NOW, THEREFORE, the School and the Clinical Site mutually agree as follows:

- I. JOINT RESPONSIBILITIES. The School and Clinical Site shall:
 - A. establish the number of students in the clinical education program, the dates of the program, the length of the program, and any additional requirements for students participating in the program. The Clinical Site has the final authority in the determination of the assignment of students and the number of students assigned within the academic calendar of the School. This Agreement references School faculty throughout and applies to School faculty only if School faculty are present at Clinical Site, with the exception of the reference to faculty in section IV, which applies to School faculty regardless if they are on-site or not.
 - B. not discriminate against any student on the basis of race, religion, national origin, age, sex, sexual orientation, disability, Vietnam era veteran status, genetic information, in accordance with state and federal law.
 - C. notify the other party of any claims regarding the students participation in the clinical education program and any claims asserted by any person, which arises out of this Agreement or any activity carried out under this Agreement. Both the School and the Clinical Site will cooperate with each other in defense of any claims.
 - D. recognize that the specific nature of the clinical experience required by the School may vary, and that following the execution of this Agreement and within the scope of its provisions, the parties may develop policies and procedures to formalize operational details of the program.
 - E. understand that this Agreement is nonexclusive, and that both parties reserve the

right to enter into similar agreements with other institutions.

- F. ensure that the School's faculty and Clinical Site personnel will collaborate to assure quality and continuity of care for Clinical Site patients and the attainment of learning objectives. Any problems, which arise, shall always be resolved in favor of the patient's welfare.
- G. have in place an exposure plan to implement in case of an accidental exposure to disease. Both parties to this Agreement shall educate students and faculty about the exposure plan. Both parties will also be responsible for education of students and faculty about universal precaution procedures while treating a patient.
- H. understand that when applicable, patients shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- I. not consider either faculty or students to be employees or agents of the Clinical Site.
- J. designate individuals who will be responsible for coordinating the clinical education program. Coordination, at a minimum, includes determining the number of students, their length in the program, and their desired learning experiences. In addition, faculty supervision and the expectations of the Clinical Site staff shall be determined prior to beginning any clinical education program.
- K. provide adequate orientation time for students and faculty new to the Clinical Site. The Clinical Site, as part of orientation, will inform the students and faculty of its policies and procedures to which the student(s) and faculty are expected to adhere during the clinical education program and while on Clinical Site premises.
- L. plan and administer a clinical education experience, which will satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies. Each party to this Agreement is responsible for verifying that any of their staff, faculty and/or employees participating under this Agreement is currently and appropriately licensed.
- M. comply with the applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") regarding the use and disclosure of student education records.
- N. understand that neither party to this Agreement may assign this Agreement without the prior written consent of the other.

II. RESPONSIBILITIES OF THE SCHOOL. The School shall:

- A. appoint a program coordinator, who will serve as the School's representative to the Clinical Site. The program coordinator of the School shall be responsible for establishing a contact at the Clinical Site who agrees to serve as the Clinical Site coordinator. The School shall be responsible for the submission of required reports/evaluations on student's performance in the clinical education program. Only those students who have satisfactorily completed curriculum prerequisites of the School's program shall be assigned to the Clinical Site clinical education program.
- B. be responsible for assigning to the Clinical Site only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation. The School will provide the Clinical Site with the following required information in writing prior to the assignment of students: faculty and student's names, dates and hours of assignment, course expectations and other information specified by the Clinical Site.
- C. inform the participating students and faculty of their responsibilities under this Agreement and of the rules and regulations established in accordance with this Agreement. The School shall advise the students and faculty that they will be required to adhere to the policies, procedures, clinical protocol, rules, regulations, schedules of the Clinical Site, conform to all uniform requirements, and participate in other Clinical Site facility activities as deemed appropriate to the clinical education experience.
- D. withdraw any student at the request of the Clinical Site if the student's performance is unsatisfactory to the Clinical Site. A request for student withdrawal will be directed to the School's clinical program coordinator. The Clinical Site shall have the right to suspend the student immediately from clinical duties pending his/her formal withdrawal from the clinical program. The Clinical Site may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the Clinical Site. The Clinical Site agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance. Any dispute to the rejection or removal of a student shall be referred for dispute resolution as set forth in section VII.
- F. prior to the students' start date and arrival at the Clinical Site, furnish proof that its students and faculty (if applicable) are covered under a professional liability insurance policy for their acts at the Clinical Site. Such coverage shall be at least \$1,000,000.00 (one million) per incident and 3,000,000.00 (three million) in aggregate. School is a self-insured entity of the State of Georgia covered by the Georgia Tort Claims Act and the State Broad Form Insurance. School faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. §50-21-20 et seq.).

- G. ensure that students demonstrate hepatitis B, mumps, rubella, rubeola, influenza vaccinations or immunity in addition to any other immunizations as specified by the Clinical Site. Both faculty and students should have current (within ten years) Tdap immunization, current (within one year) negative PPD Tuberculosis test (Mantoux preferred) or Interferon Gamma Release Assay (IGRA) such as QuantiFERON-TB (QFT); if a positive PPD history or IGRA, an evaluation by a physician is required. In addition, documentation of two part Varicella immunization series or laboratory verification of immune status (IgG) is required.
- H. assure that any student participating in an educational rotation at the Clinical Site is eighteen years or older and inform student the he or she must provide the Clinical Site with evidence that the Student: has:
 - a. successfully passed a 10 panel urine drug screen; and
 - b. passed a criminal background check.

The School may substitute its internal processes for the required drug screening and criminal background checks. The criminal background check shall be conducted in accordance with the Ohio Bureau of Criminal Identification & Investigation procedures, or applicable agency in the state in which the School is located.

The School agrees to notify students that only students who have successfully passed both the drug screen and criminal background check will be assigned to Clinical Site. School will inform student that failure by a student to pass the drug screen or the criminal background check shall preclude the student from participating in any Clinical Site educational program.

- I. have primary responsibility for planning the educational program of the clinical experience at the Clinical Site after consultation with the Clinical Site staff. Student(s) may participate in the care of patients in accordance with the policies and procedures set by the Clinical Site.
- J. report to the Clinical Site any change in the approval or accreditation of the School or its program.

III. RESPONSIBILITIES OF THE CLINICAL SITE. The Clinical Site shall:

- A. provide a supervised clinical education experience in accordance with the objectives of the School's education program. Upon request of the School, the Clinical Site shall participate in the student performance report/evaluation process. School shall be responsible for providing any such forms for this process.
- B. appoint a clinical program coordinator.
- C. be responsible for the facilitation of the student's professional growth through selection of patients for teaching purposes, educational assignments, adequate space, equipment and supplies to meet the objectives of clinical training.

- D. assume primary responsibility for patient care and treatment. The Clinical Site will provide clinical instructors to maintain an acceptable instructor-student ratio. The student will participate in the clinical experience under the supervision of a registered, licensed or certified therapist. The Clinical Site will remain responsible for the patient's care when a student is assigned. Students will not replace Clinical Site staff or act in a service capacity, apart from their educational goals.
- E. practice standard precautions and prudent safety practices when demonstrating procedures and to teach and require the students to follow these policies.
- F. provide adequate conference room facilities, library privileges, lockers, cafeteria facilities, and parking (at prevailing rates) for faculty and students, when such facilities are available.
- G. upon reasonable notice, permit the inspection by the School or its accreditation agencies of the Clinical Site's facilities and the services available for clinical experiences.
- H. provide first aid and/or emergency treatment for illness or injuries incurred by the student while participating in the clinical education program. Since the student is not an employee of the Clinical Site, health insurance is not available through the Clinical Site's employee health insurance program. Should the student require any health care treatment, the student will be required to pay for all health care services rendered by the Clinical Site.
- I. maintain the following types and amounts of insurance or self-insurance:
 - a. Commercial General Liability:
 - 1. \$1,000,000 Each Occurrence; and
 - 2. \$2,000,000 General Aggregate.
 - b. Professional Liability:
 - 1. \$1,000,000 Each Claim; and
 - 2. \$3,000,000 Annual Aggregate.

The Clinical Site shall be responsible for any and all claims for damages which are attributable to the negligent actions of the Clinical Site, its officers, or its employees while acting within the scope of their employment or under this Agreement.

IV. CONFIDENTIALITY OF PATIENT INFORMATION

The Clinical Site shall have custody and control of all patient identifiable health information ("PHI"). All patient records, films, referring physician correspondence, hospital charts, billing records, reports, insurance records, and any other document containing any PHI is confidential information utilized for purposes of providing treatment to patients. The School shall advise the students and faculty that they must maintain the confidentiality of all PHI at the Clinical Site. All PHI is to be held in confidence and no copies of PHI shall be made. Neither students nor faculty

shall incorporate PHI in any papers, reports or case studies without first obtaining the permission of the Clinical Site and the patient, in accordance with the patient confidentiality policies and procedures of the Clinical Site. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164 (“Privacy Rule”) students are considered “Trainees” and are therefore viewed as part of the Clinical Site’s workforce. As part of the Clinical Site’s workforce students must adhere to all protective measures regarding PHI and will have the same expectations and responsibility for protecting PHI as Clinical Site staff. School will inform Students that Clinical Site requires that they agree to keep all PHI confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality. No Patient Information may be disclosed to or used by the School or student other than in conjunction with this clinical education program and as authorized by the Clinical Site. The provisions of this section shall survive the termination of this Agreement.

V. TERM AND MODIFICATION OF THE AGREEMENT

- A. This Agreement shall automatically renew annually from its effective date, unless and until it is terminated by either party. Either party shall have the right to terminate this Agreement with 90 day written notice of the intent to terminate. Students currently assigned to the Clinical Site at the time of termination shall be allowed to complete their clinical education experience under the terms of this Agreement.
- B. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior agreements, understandings, and representations relating to the subject matter of this Agreement between the School and Clinical Site.

VI. NOTICE

Any notices required or desired to be given to the parties shall be deemed given when deposited in the United States mail, certified mail, return receipt requested, at the addresses listed below, or at such other address as the parties may, from time to time, notify the other parties of in writing;

Clinical Site
CEO of the OSU Health System
Health System Administration
370 W. 9th Ave.
200 Meiling Hall, Suite 218
Columbus, Ohio 43210

School
Georgia State University
Office of Academic Assistance
Byrdine F Lewis College of Nursing and
Health Professions
PO Box 3995
Atlanta, GA 30303
Attn.: Wanda Little - Clinical
Coordinator

VII. DISPUTE RESOLUTION

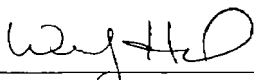
Any dispute, controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, which cannot be settled between the parties shall be referred to a committee consisting of two (2) individuals designated by the clinical site, and two (2) individuals designated by the School. The parties shall negotiate in good faith and endeavor to reach a mutually satisfying resolution within a reasonable period of time. Each such designation may be changed by the designating party from time to time and may be either by name or ex-officio. Such dispute resolution procedures shall be non-binding.

TO SHOW THEIR AGREEMENT, the undersigned have signed this clinical education affiliation agreement effective the year and date above first written.

THE OHIO STATE UNIVERSITY

DocuSigned by:
David P McQuaid
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David P. McQuaid, RPh, MBA, FACHE
CEO of The OSU Health System
COO OSU Wexner Medical Center

GEORGIA STATE UNIVERSITY



(signature)
Name: Wendy Hensel
(Please Print)
Title: Provost and Senior Vice President for Academic Affairs
(Please Print)

(signature)
Name: _____
(Please Print)
Title: _____
(Please Print)