

ACADEMIC AFFILIATION AGREEMENT

THIS ACADEMIC AFFILIATION AGREEMENT (“Agreement”) effective the 31st day of May, 2021 (the “Effective Date”) is made between The University of Toledo (the “University”), a state university created and authorized under Section 3364 of the Ohio Revised Code with an address of 2801 West Bancroft, Toledo, Ohio 43606-3390 and MidOhio Educational Service Center (“Affiliate”) located at 890 West 4th Street, Mansfield, Ohio 44906.

1. **Student Learning Experience.**

1.1 The University has accredited graduate and undergraduate allied health and related programs for the education of students enrolled within its College of Health and Human Services (“Students”) and requires supervised access to direct patient/client care. The University will design, implement, administer and develop goals and objectives for the learning experiences of Students, hereinafter the “Program”.

1.2 Affiliate and Affiliate employees with supervisory responsibility for the Students will comply with the obligations and requirements under this Agreement consistent with the goals and objectives for the learning experiences as determined by the University. Affiliate is responsible for communicating and working with the University to implement the Program curriculum, teach the Students, and to provide appropriate learning experiences. Affiliate will provide continual supervision to all Students in the Program under this Agreement and will retain ultimate responsibility for the services provided to patients/clients.

1.3 Nondiscrimination: Neither party to this Agreement will discriminate in employment or educational programs on the basis of race, color, religion, sex, age, ancestry, genetic information, national origin, sexual orientation, gender identity and expression, military or veteran status, disability, familial status, political affiliation, or participation in protected activity. Parties are subject to University inclusiveness policies found at <http://www.utoledo.edu/policies/administration/diversity/>.

1.4 Affiliate will designate a liaison to coordinate implementation of the Program with the University (“Program Coordinator”). The University will address concerns regarding the Program with the Program Coordinator for mutual resolution.

1.5 Affiliate agrees to evaluate Students in a timely manner as reasonably required by the University.

2. **Placement and Removal.** The placement and number of Students in the Program with Affiliate will be determined jointly by Affiliate and the University based upon the educational requirements of the curriculum and available facilities used by Affiliate. Affiliate will have the right to refuse to accept for placement or to request the removal of any Students in the Program with Affiliate for cause upon written notification to the University, such notification setting forth, in detail, the basis for the refusal or request for removal. Any disciplinary proceedings against the Students will be conducted by the University in accordance with University policies and procedures.

3. **Student Health Requirements.** The University will ensure that each assigned Student has met the University’s health requirements required of all Students participating in clinical rotations.

4. **Student Injury.** Affiliate will provide immediate medical attention to a Student, at Student’s expense, in the event of a Student’s exposure to infectious or environmental hazards, or other occupational injuries as a result of a clinical assignment.

5. **Expenses of Program.** Students participate in the Program with no expectation of reimbursement of any expense or expectation of any salary or other monetary consideration. University and Affiliate agree that there are no expenses of the Program that are expected or anticipated to be paid by one party to the other party.

6. **Patient/Client Care Services.** Affiliate will permit Students to provide, participate in, or assist in the provision of care and related services to patients/clients of the Affiliate only (i) under supervision and with adequate mentoring; (ii) consistent with their training, experience and credentialing; (iii) consistent with all applicable laws, regulations, and accreditation requirements; and (iv) subject to patient/client choice and professional appropriateness.

7. **Records and Compliance.**

7.1 Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), Affiliate is a service provider performing under a contract with the University, and accordingly Affiliate is designated as a university official for purposes of FERPA only. The University agrees that, for purposes of FERPA, Affiliate officials have a legitimate educational interest in having access to students' education records; Affiliate officials are performing services or functions that would otherwise be performed by University employees; Affiliate officials are under the direct control of the University with respect to the use and maintenance of school records, that Affiliate is subject to FERPA requirements with respect to re-disclosure of personally identifiable information, and that Affiliate will not disclose personally identifiable information from a student record without the prior written consent of the eligible student or the University, unless the disclosure meets one of the exceptions recognized by FERPA.

7.2 University will direct Students to comply with the policies and procedures of Affiliate, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164 (HIPAA Privacy). Solely for the purpose of defining their role in relation to the use and disclosure of Affiliate's protected health information, Students are considered members of the Affiliate's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and will not be considered to be employees of the Affiliate.

7.3 In the event Affiliate undertakes to bill for any services rendered by the Students in the Program, or for the services of other health care professionals, Affiliate is responsible for compliance with all applicable laws, and will maintain such records and documentation as may be required to demonstrate such compliance. Affiliate represents that this experience for Students is of an educational nature and is not replacing paid work of employees as prohibited under the Fair Labor Standards Act or other applicable law.

8. **Cooperation with University Investigations.** In the event the University needs to conduct an investigation for a concern or allegation related to this Agreement, the Affiliate agrees to comply fully, to the extent allowed by law, with the investigation and will provide records requested by the University, or its designee, in a timely manner. This cooperation includes supervised access to students and employees of the Affiliate, even if individuals are minors. For purpose of FERPA only, Affiliate will be considered University official and will comply with FERPA.

9. **Insurance Coverage.**

9.1 Affiliate will provide for itself, its facilities, and its employees general liability insurance of not less than \$1 million coverage and professional liability insurance of not less than \$1 million per occurrence and \$3 million aggregate. Affiliate will provide certificates of insurance or other documents evidencing this insurance coverage upon request.

9.2 The University will provide, for itself, its employees and Students, the following: general liability insurance of not less than \$1 million coverage and professional liability insurance of not less than \$1 million per occurrence and \$3 million aggregate. The University will provide certificates of insurance or other documents evidencing the insurance coverage upon request.

9.3 Affiliate agrees to notify the University of any and all actual, potential or alleged claims arising from the Student's participation under this Agreement.

10. **Legal Status.** Students are not deemed or considered to be employees of the University or Affiliate for any purposes as a result of their participation in the Program. It is mutually understood and agreed by the parties that Affiliate and its employees, contractors and agents are at all times acting and performing as independent contractors.

11. **Term and Termination.**

11.1 This Agreement will continue for a period of one (1) year from the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically renew for four (4) successive terms of one (1) year each beginning on the anniversary of the Effective Date, unless terminated as provided for below.

11.2 Either party may terminate this Agreement at any time with or without cause or penalty by giving the other party written notice of termination at least one hundred and eighty (180) days prior to the end of the academic term. In the event

of termination, the parties will make every effort to temporarily continue this Agreement or make substitute arrangements to allow the Students to continue their training and education with Affiliate for the balance of their rotation.

12. **Notices.** Any notice to either party hereunder must be in writing signed by the party giving it, and will be served personally or by registered or certified mail addressed as follows:

To the University: The University of Toledo
Attn: Dean, College of Health and Human Services
Mail Stop #119
2801 West Bancroft Street
Toledo, Ohio 43606

To Affiliate: MidOhio Educational Services Center
Attn: Kevin Kimmel
890 West 4th Street
Mansfield, Ohio 44906

Or to such other addressee as may be hereafter designated by written notice. All such notices will be effective only when received by the addressee.

13. **Sanctions.** During the term of this Agreement, and thereafter if the matter relates to services provided to the University during the term of this Agreement, if Affiliate, an Affiliate employee, or Affiliate agent under this Agreement becomes the subject of an investigation relating to health care fraud, abuse, or misconduct, or should be sanctioned by or debarred or excluded from participation in any federal or state health care program, including Medicare and Medicaid, Affiliate agrees to immediately notify the University of such event. Upon any such sanction, debarment, exclusion, or ineligibility, the University will have the right to immediately terminate this Agreement with Affiliate without penalty or cost.

14. **Miscellaneous.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement, including its exhibits, which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other communications, whether written or oral and is binding upon the parties' successors, heirs, executors, legal representatives, and permitted assigns. This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by all parties hereto. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, and any attempt to the contrary will be void. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason by final judgment of a court of competent jurisdiction, the remaining provisions or portions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law. Waiver of any provision hereof in one instance will not preclude enforcement thereof on future occasions. Any such waiver must be in writing in order to be effective, and no such waiver or waivers will serve to establish a course of performance between the parties contradictory to the terms hereof. Headings are for reference purposes only and have no substantive effect. Whenever the context of this Agreement requires, words used in the singular will be construed to mean and include the plural and vice versa, and pronouns of any gender will be deemed to include and designate the masculine, feminine, or neuter genders. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

THE UNIVERSITY OF TOLEDO

MidOhio Educational Services Center

Mark Merrick, PhD
Dean, College of Health and Human Services
Date: _____

By: _____
Name: Kevin Kimmel
Title: Superintendent _____
Date: _____