

CLINICAL EDUCATION AGREEMENT
between
Bowling Green State University

and

Tiffin City Schools

THIS AGREEMENT is made between Bowling Green State University ("University") and Tiffin City Schools ("Host Site").

WHEREAS, the University operates a College of Health and Human Services and offers various accredited health profession programs as identified in Exhibit A for the education of students ("Students"); and,

WHEREAS, the University requires the use of medical facilities and supervised access to direct participant care to provide clinical training and experience to Students as part of the curriculum of its accredited programs; and

WHEREAS, the Host Site is willing to be a site for clinical education to Students; and

WHEREAS, the University and the Host Site desire to develop and implement a program of clinical education at the Host Site for Students, and to set forth in writing their agreements regarding the clinical education program.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the parties agree as follows:

1. Clinical Education Program. The University has developed a curriculum that combines clinical training and experience for Students by the University's faculty ("Faculty"). The Faculty will be responsible for such teaching services and educational functions as determined by the University.

1.1 The University, in conjunction with the Host Site, will design, implement and coordinate a Program for Students with clinical training and experience to be provided in part at the Host Site ("Program"). For said clinical training and experience, the Host Site will provide the use of its facilities and access to direct participant care by Students at the Host Site in accordance with the Program. The Host Site agrees to assist the University in evaluating the clinical performance of the Students in the Program using the form and time limits specified by the Program, as provided by the University.

1.2 The Host Site will designate a coordinator for the Program ("Host Site Program Coordinator") at the Host Site. The University will refer any problems regarding the design, implementation or administration of the Program to the Host Site Program Coordinator for resolution. In the event the matter(s) referred to the Host Site Program Coordinator are not resolved to the satisfaction of the University, such matter(s) will be referred for dispute resolution as set forth in Paragraph 17 of this Agreement.

1.3 The University agrees to provide qualified instruction and guidance for students assigned to the Host Site. University faculty will be responsible for communicating and working with appropriate personnel at the Host Site to interpret Students' programs, to select learning experiences and to gain understanding of the Host Site's practices and regulations.

1.4 The University assumes overall responsibility for the general educational experience of the Students. That responsibility includes the following:

- a. The University agrees to provide pre-clinical instruction to each Student in accordance with mutually agreeable standards to present for clinical training only those Students who have satisfactorily completed the University's pre-clinical instruction program.

- b. The University agrees to instruct Students on the topics of confidentiality of medical and personal information related to participants or clients.
- c. The University will require each student to sign a written agreement under which the student agrees to abide by all Host Site policies and procedures, including participant privacy policies.
- d. The University will maintain all educational records and reports of each Student relating to the Program.
- e. The University has full responsibility for administering student disciplinary proceedings. However, the Host Site reserves the right to remove a Student from its placement as provided for in this Agreement.

2. Relationship Among the Parties. Nothing in this Agreement should be construed as creating a legal relationship of copartners, joint venturers, or an association between the parties. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and each is responsible for its own conduct. No party or its employees, agents or representatives is considered an employee, agent or representative of another.

3. Placement. The placement of Students in the Program at the Host Site will be based upon the educational requirements of the curriculum and the Program at the Host Site, as determined jointly by the Host Site and the University.

3.1 The number of Students to be assigned to the Program at the Host Site and the term, rotation and assignment of the Students will be determined by the University, in consultation with the Host Site.

3.2 The Host Site will have the right to refuse to accept for placement any Students in the Program at the Host Site or to request the removal of any Students from the Program at the Host Site for cause upon written notification to the University, which notification will set forth in detail the basis for the refusal or request for removal. The University will comply with the refusal or request for removal.

4. Preceptors. The University's designated Program director ("University's Program Director") may contact the Host Site Program Coordinator regarding placement of unlicensed students with preceptors. The University's Program Director may negotiate with the Host Site Program Coordinator regarding placement of Students enrolled in undergraduate and graduate programs.

4.1 The University's faculty will provide preceptors with course material and evaluation forms, information regarding level of ability of the Student and expectations of performance, communicate assignments and monitor Student progress, evaluate performance, and communicate with each preceptor during the clinical experience.

4.1a In accordance with regulatory requirements, Students and non-employed Preceptors will be evaluated at least annually related to the quality of customer service, staff/personnel, overall competency, and appropriateness of service provided. Performance will be evaluated by Host Site on a 1 to 5 scale with 1 being "failing to meet" and 5 being "exceed expectations of the specified element". If anyone receives a rating of 1 or 2 an approved action plan to correct performance will be required or the contract to act as a Host Site may be terminated.

4.1b In accordance with regulatory requirements, the University will be evaluated at least annually related to its compliance with documentation of competencies, following hospital policies/procedures, compliance with participant safety initiatives, timeliness or response to any issues raised. Performance will be evaluated by Host Site on a 1 to 5 scale with 1 being "failing to meet" and 5 being "exceed expectations of the specified element". If the University receives a rating of 1 or 2 an approved action plan to correct performance will be required or the contract to act as a Host Site may be terminated.

4.2 Host Site preceptors will discuss Student learning needs with faculty, provide ongoing supervision of Students at direction of faculty, and provide feedback regarding Student performance. The preceptor will assist Students in professional development by providing supervision to ensure delivery of safe and appropriate care to individuals or groups of individuals pursuant to Ohio law.

5. **Facilities and Equipment.** The Host Site will provide the physical space, facilities and such other office equipment, furniture, fixtures, medical equipment and expendable supplies as the parties hereto deem reasonably necessary for the Program at the Host Site.

6. **Expenses of Program.** The Students participate in the Program with no expectation of reimbursement of any expense or expectation of any salary or other monetary consideration. The University and the Host Site agree that there will be no monetary consideration paid by any party to any other party to this Agreement. The parties acknowledge and agree that this affiliation is mutually beneficial.

7. **Student Requirements.** The University, in cooperation with the Student, will provide the Host Site with written documentation of the Student's health status or any known limitations as prescribed by OSHA guidelines. The University agrees to comply with the requirements outlined in Exhibit B.

8. **Participant Care Services.** The Students will be permitted to partake in the health care and related services of participants at the Host Site, consistent with their training and experience. These participant care services will be provided by the Students at the Host Site under the direct supervision of the Host Site, or staff of the appropriate discipline or of the University Faculty. The Host Site and its staff of the appropriate discipline will retain ultimate authority and responsibility for the professional services provided to participants and all decisions related to the management of the participant.

8.1 In the event of a medical emergency, or when required under applicable standards of participant care, the Host Site or its staff of the appropriate discipline have the right to temporarily relieve a Student from a specific assignment or require that the Student step aside during a procedure.

8.2 The participant care services provided by the Students at the Host Site are considered to be part of the Host Site's own clinical activities. These clinical activities, which serve as training experiences for the Students, are designed to cover the service needs and social responsibility of the Host Site to its participants.

9. **Student Occupational Exposure.** In the event of Student exposure to infectious or environmental hazards, or other occupational injuries as a result of the clinical assignment, Student will seek immediate medical attention from Host Site consistent with the Host Site's occupational exposure procedures. Such emergency care will be provided at usual or customary charges at the Student's expense.

10. **Records.** The University will maintain all educational records, materials and reports completed by the Students or others relating to the Program at the Host Site. The Host Site will have custody and control of all medical records and charts contained in participant files at the Host Site, and the University, its Faculty or Students will not remove or copy such records except pursuant to a specific request in writing with respect to a participant or participants to whom such records pertain.

11. **Confidentiality of Participant Records.** The parties agree to hold all individually identifiable participant health information ("PHI") that may be accessed, transferred, transmitted or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized disclosure of such information, including, but not limited to the protections afforded by applicable federal, state and local laws and/or regulations regarding the security and confidentiality of participant health care information including, but not limited to, any regulations, standards or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Specifically, the parties agree as follows if applicable: (1) to maintain safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein; (2) to ensure that any subcontractors or agents to whom it provides PHI received from the covered entity will agree to the same restrictions and conditions that apply with respect to such information; (3) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from the other to HHS or its agents; (4) to incorporate

any amendments or corrections to PHI when notified by the other that the information is inaccurate or incomplete; (5) to return or destroy all PHI received from the other that it still maintains in any form and not to retain any such PHI in any form upon termination of this Agreement; (6) they have applicable policies for providing access to PHI to the subject of that information; and (7) to report to the other any use or disclosure of PHI which is not provided for in this Agreement.

12. Regulatory Compliance. The parties acknowledge that currently there are, and from time to time may be, certain standards, rulings, regulations or orders issued by the Centers for Medicare and Medicaid Services, the Federal Trade Commission, or other federal, state or local governmental agencies regarding billings for professional services rendered to participants. In the event the Host Site undertakes to bill participants or third-party payors for any services rendered by the Students enrolled in the Program at the Host Site, or for the services of attending or supervising physicians and other health care professionals, the Host Site will be responsible for compliance with all applicable standards, rulings, regulations and orders, and will maintain such records and documentation as may be required to demonstrate such compliance. The University will have no obligation with respect to billings undertaken by the Host Site.

13. Responsibility. Neither party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, students, affiliates, or other representatives, and each party shall be responsible for its own acts or omissions and those of its employees, students, affiliates, or other representatives and nothing contained herein is intended to shift such responsibility from one party to the other.

14. Professional Liability Claims. Both parties will provide or cause to be obtained professional liability insurance coverage for claims that may arise as a result of the clinical actions undertaken or performed, or failed to be undertaken or performed at the Host Site as follows:

14.1 The Host Site will have professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

14.2 The Host Site agrees to notify the University of any and all actual, potential and/or alleged claims of which it is aware arising from the Students' participation in the Program at the Host Site. The parties agree to cooperate with each other in the defense of professional liability claims, and to assist each other in claims management, including, but not limited to, risk identification, claims investigation and control processes. The University agrees to cooperate with the Host Site in the defense of professional liability claims, and to assist the Host Site in Claims Management, including, but not limited to risk identification, claims investigation, and control process implementation.

14.3 The University will ensure financial responsibility of the Students and supervising Faculty by providing or causing the Students to obtain professional malpractice/liability insurance for each in the amount of \$1,000,000.00 (one million dollars) per incident, \$3,000,000.00 (three million dollars) aggregate, with such carrier and on such terms as may be reasonably acceptable to the Host Site. The University shall provide evidence of such insurance for each Student and Faculty prior to any placement at the Host Site. All policies of insurance required hereunder shall be on an occurrence basis or, if on a "claims made" basis, shall contain an endorsement assuring the University of the right to purchase "tail" coverage at the termination or expiration of the policy. The University agrees to purchase such "tail" coverage for each such policy upon termination or expiration of such policy. The obligations set forth in the prior two sentences shall continue in effect notwithstanding the termination or expiration of this Agreement for any reason.

15. Non-Discrimination. Each party agrees to comply with all governing laws, rules and regulations prohibiting unlawful discrimination and harassment. Neither party will discriminate against any Student and/or employee and/or participant on the basis of age, race, religion, sex, creed, national origin, disability or veteran status.

16. Legal Status. It is understood and agreed that the Students are health profession Students enrolled in Program sponsored by the University. The participation in participant care and other health services by Students at the Host Site is performed in fulfillment of certain academic requirements under the clinical supervision of the Host Site, its staff of the appropriate discipline and University Faculty. The Students are not considered employees of the parties for the purposes of compensation, fringe benefits, minimum wage requirements, workers' compensation benefits, unemployment compensation, social security taxes, or other payroll liabilities because of their participation in the Program. At all times

the Students will remain students of the University. Nothing contained in this provision, however, should be deemed to prohibit the parties from engaging in separate agreements with the Students for employment or other purposes.

17. **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 first will be referred for determination and decision to a committee consisting of two (2) individuals designated by the University, two (2) individuals designated by the Host Site and one (1) individual mutually agreed upon by the individuals designated by the University and the Host Site. Each such designation (except the one (1) individual mutually agreed upon) may be changed by the designating party from time to time and may be either by name or ex-officio. The committee will be required to issue its written decision within thirty (30) days following submission of the matter to the committee. The parties agree that the administrative dispute resolution process set forth in this Paragraph 17 will be exhausted prior to either party commencing any action in any court of competent jurisdiction, including claims for declaratory judgment, injunctive relief or other equitable relief.

18. **Term and Termination.** The initial term of this Agreement will commence on ____ for one (1) year. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms, unless earlier terminated upon the happening of any of the following events:

- a. By the University upon thirty (30) days written notice in the event of a bona fide academic credentialing or licensing authority recommendation or citation; or
- b. By any party in the event that another party defaults in the performance of its material obligation under this Agreement or breaches any material provision of this Agreement, provided that the defaulting party fails to cure its default within thirty (30) days after receiving written notice of default from the terminating party; or
- c. At any time, with or without cause, by any party upon 30 days written notice; or
- d. Whenever the parties mutually agree in writing.

Students currently assigned to the Host Site at the time of termination shall be allowed to complete their clinical education experience under the terms of this Agreement.

19. **Notices.** Any notice required, permitted or desired to be given under this Agreement will be in writing and personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to the University: Bowling Green State University
 College of Health and Human Services
 105 College of Health & Human Services Bldg.
 Bowling Green, OH 43403

As to the Host Site:

20. **Assignment.** This Agreement will not be assigned or assignable by either party without the prior written consent of the other party.

21. **Amendment.** This Agreement may be amended at any time and from time to time by written instrument executed by all parties.

22. **Waiver of Breach.** Waiver by either party of a breach of any of the terms or provisions of this Agreement by the other party at any time or times will not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

23. **Survival.** Notwithstanding termination of this Agreement as provided at Paragraph 18 herein, this Agreement will survive for the purpose of enforcing any remaining duties and obligations of the respective parties subsequent to such termination.

24. **Binding Effect.** This Agreement will be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.

25. **Severance.** If any term of this Agreement will be determined unenforceable, such term will not affect the enforceability of the other terms of this Agreement that can be given effect without the unenforceable provision.

26. **Construction.** This Agreement will be construed and enforced in accordance with the laws of the State of Ohio.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior written or oral statements, understandings or agreements.

28. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

Bowling Green State University

James R Ciesla

Signature: _____

Date: 12/23/2024

Name: James Ciesla

Title: Dean BGSU CHHS

HOST SITE

Signature: Terry Madeau

Date: 12/19/2024

Name: Terry Madeau

Title: Superintendent

Signature: _____

Date: _____

Name: _____

Title: _____

Exhibit A

Health-related programs within the College of Health and Human Services

Exhibit A: Health-related programs at Bowling Green State University

Athletic Training
Communication Sciences and Disorders
Diagnostic Medical Sonography
Dietetics
Gerontology
Health Services Administration
Long Term Care Administration
Medical Laboratory Science
Nursing
Occupational Therapy
Physical Therapy
Public Health
Radiologic Technology
Respiratory Care
Social Work

Exhibit B

The Host Site requires all students and any member of the Program's staff that provides clinical instruction at the Host Site to provide evidence upon request by the Host Site of the following:

1. an annual TB test, evidencing a negative result, or a negative chest x-ray
2. record of Hepatitis B vaccine, or titer proving immunity/antibody for Hepatitis B; or a declination statement
3. record of two MMR vaccinations, or a titer proving immunity to rubella or rubeola
4. record of current flu vaccination (for students here during active flu season)
5. COVID-19:
All students and faculty who seek to participate in a clinical experience at Host Site shall be required to follow the applicable COVID-19 vaccination requirement in place for Host Site associates and staff. Host Site's representative shall inform University in writing regarding applicable vaccination requirement and required dates for compliance. In addition, Host Site and University shall comply with any future changes in state of federal law regarding COVID-19 vaccination for hospital facilities.
6. criminal background check
7. 10 panel drug screen

The Host Site strives to provide a workplace free of substance abuse. All students and instructors must abide by our drug-free workplace rules while participating in the Program at the Host Site. The University must certify that each of its assigned students have received a negative result on a 10-panel drug test obtained when the student entered the University's program. Students and instructors may be subjected to reasonable suspicion, post-accident, and random drug testing at their own expense as a condition of continued placement and must agree to release test results to the Host Site upon request or as part of an audit of their compliance with this provision. Individuals who test positive or otherwise violate the Host Site rules on substance abuse cannot not be assigned to the and/or if assigned must be removed from the Host Site premises.

All Students are required to have a background check prior to their placement for clinical education at the Host Site. The Host Site will accept a background check that was obtained when the Student entered the University's program, so long as the Student has maintained continuous enrollment since that time. If the results of the background check are not satisfactory, the student will not be eligible for clinical participation at the Host Site. Additionally, it is the University's responsibility to notify the Host Site within a reasonable period of time of any changes in a Student's background check status upon the University becoming aware of a change. The Host Site is not responsible for the expense associated with obtaining a background check.

By signing below, you agree that all students assigned to the Host Site are in compliance with all requirements.

Bowling Green State University

Signature: _____

Date: _____

Name: _____

Title: _____

BGSU and Tiffin City Schools signed

Final Audit Report

2024-12-23

Created:	2024-12-20
By:	Laura Brubaker (lbrubak@bgsu.edu)
Status:	Approved
Transaction ID:	CBJCHBCAABAAuPAmv650htgskR_h93MbBxHA7X9sYokW

"BGSU and Tiffin City Schools signed" History

-  Document created by Laura Brubaker (lbrubak@bgsu.edu)
2024-12-20 - 2:14:40 PM GMT- IP address: 64.246.127.186
-  Document emailed to Dawn Anderson (dawna@bgsu.edu) for approval
2024-12-20 - 2:30:54 PM GMT
-  Email viewed by Dawn Anderson (dawna@bgsu.edu)
2024-12-20 - 2:32:27 PM GMT- IP address: 72.240.238.12
-  Document approval delegated to James Ciesla (jciesla@bgsu.edu) by Dawn Anderson (dawna@bgsu.edu)
2024-12-20 - 2:35:21 PM GMT- IP address: 72.240.238.12
-  Document emailed to James Ciesla (jciesla@bgsu.edu) for approval
2024-12-20 - 2:35:21 PM GMT
-  Email viewed by James Ciesla (jciesla@bgsu.edu)
2024-12-20 - 3:47:58 PM GMT- IP address: 107.116.79.52
-  Document approved by James Ciesla (jciesla@bgsu.edu)
Approval Date: 2024-12-23 - 4:09:15 PM GMT - Time Source: server- IP address: 73.211.226.149
-  Agreement completed.
2024-12-23 - 4:09:15 PM GMT