ADDENDUM
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
AUGUST 29, 2017 7:00 P.M.

E) APPROVAL OF TREASURER'S REPORT:

4a) Additional invoices payable.

H) PERSONNEL:

2a) Contract resignation:

John Renwick, District Tech Support, effective August 31, 2017. Letter attached.

3a) New employees:

Vanessa Cook, Teacher of the Visually Impaired,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $23,435.28, 88 days. No benefits offered.

Michelle Pokorny, Adapted Physical Education Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
Based on BA Step 0, Pro-rated salary - $12,692.40, 70 days. No benefits offered.

J) NEW BUSINESS:

1a) Approval of additional substitutes to work in the Geauga County schools:

Denyse Carbonell	5 Yr. Prof. K-12 Visual Arts
Kimberly Freiling	Short-term Sub General Education
Janice Black	Perm 7-12 PE, Health, General Science

2a) Approval of Independent Contractors:

Kelly Brannon, LPN for Orange City Schools,
Effective August 22, 2017 through June 5, 2018.
$25.00 per hour, maximum not to exceed $42,750.00.

11) Approval of contract between the Lake County ESC and the Geauga County ESC. Lake County ESC will provide Visually Impaired teaching services at an hourly rate of $84.74. Maximum amount not to exceed $16,948.00.

12) Approval of Student Affiliation Agreement between Kent State University and the Geauga County ESC to allow a Kent State Occupational Therapy Assistant student to do fieldwork with a Geauga County ESC Occupational Therapist. No cost associated. Agreement attached.

John Renwick
1040 Tioga Trail
Willoughby, Ohio 4094
8/24/2017

Sue, Jennifer, and Board Members
Geauga County Educational Service Center
470 Center Street Building 2
Chardon, Ohio 44024

Dear Sue, Jennifer, and Board Members:

I will be resigning my position as District Tech support as of August 31st, 2017. I would like to personally thank all of you for the wonderful experience working with you all these years. I have accepted the position of Director of Technology for the Kirtland Local School District starting September 1st, 2017

Sincerely,

John Renwick

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 29th day of August, 2017 between the Geauga County Educational Service Center (GCESC) and Kelly Brannon, LPN, hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

The above listed Contractor agrees to provide the following services:

*This agreement shall not be construed to create an employee/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

*The service of Kelly Brannon LPN will be provided to an Orange City student under the supervision of Jennifer Klock, Nursing Supervisor. Services will be compensated at the hourly rate of $25.00 per hour up to 45 hours per week. Maximum weekly rate = $1,125.00. Maximum total compensation for the 2017-2018 school year = $42,750.00. Service will commence on or about August 22, 2017 and conclude on June 5, 2018. The total number of work days may be amended upward if student's needs warrant additional service. All changes must be approved in advance by the Orange City Special Education Director. The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the first Friday of each month. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

The above listed contractor agrees to provide the following services:

*The Contractor will receive compensation for accompanying the student to and from school, and for supporting the students throughout the Orange City school day. Support includes but is not limited to nursing care, physical assistance and positioning, toileting, seizure care, tracheostomy suctioning, and medication administration and treatments.

*All nursing services must be provided in compliance with the Ohio State Board of Nursing regulations.

*The independent Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of this agreement and will result in its termination.

*Independent Contractors who are licensed by a professional board are required to provide proof of professional liability insurance and BCI results to the Board. This contract may be immediately terminated if an investigation finds evidence that the Contractor has been involved in criminal activity.

*Contract may be terminated by the Board if the student to whom Contractor is assigned no longer requires Contractor's services for any reason.

*The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchase service contract and will not be hired as an employee of the Board.

*See attached expectations of nurse from Orange City Special Education Director.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

LCESC
LAKE COUNTY EDUCATIONAL SERVICE CENTER

8221 AUBURN ROAD
PAINESVILLE, OHIO 44077
PH | 440.350.2563
www.esc-lc.org

Brian Bontempo, Ed.D., Superintendent

CONTRACT FOR VISUAL IMPAIRED SERVICES

This Agreement, authorized by Ohio Revised Code Section 3313.171, is made by and between the Lake County Educational Service Center with its principal place of business at 8221 Auburn Rd., Painesville, Ohio 44077 (herein "Lake ESC") and Geauga County Educational Service Center (herein "Geauga ESC) 470 Center Street #2, Chardon, Ohio 44024.

1. Terms of Contract

   A. This agreement will be effective from August 1, 2017 through July 31, 2018 or until earlier terminated as provided in this Agreement below.
   B. Lake ESC agrees to provide Geauga ESC up to 200 hours of Visually Impaired teaching services at the rate of $84.74 for Geauga County for the school year. This rate does not include mileage for travel which will be reimbursed to Lake ESC upon receipt of payment documentation.
   C. Monthly, Lake ESC will submit to Geauga ESC a statement of services rendered for the prior month. Geauga ESC agrees to pay the amount due to Lake ESC within 30 days of the statement date.

2. Termination of Agreement

   A. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days written notice to the other party via regular U.S. mail, addressed to the locations listed above. Should such a termination occur, Geauga ESC shall remain obligated to pay for all consultant services provided from the notice to the effective date of the termination of the Agreement.
   B. If Lake ESC defaults in the performance of this Agreement or materially breaches any of its provision, Geauga ESC, at its option, may terminate this Agreement immediately by giving written notice to Lake ESC, via regular U.S. mail, sent to the address listed above.

3. General Provisions

   This Agreement is the entire agreement between the parties, and it supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of this service by either party, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in the writing and signed by both parties.

Entered into this _____day of _____, 20___.

_____
LAKE ESC Governing Board President

_____
LAKE ESC Treasurer

Board Approval Date: _____

Entered into this _____day of _____, 20___.

_____
GEAUGA ESC Governing Board President

_____
GEAUGA ESC Treasurer

Board Approval Date: _____

MISSION STATEMENT

To excel in providing innovative programs and quality services that add value to our educational community

STUDENT AFFILIATION AGREEMENT
FACE SHEET

Date of Agreement: 8/25/2017

Facility Legal Name: Geauga County Educational Service Center
Facility Address: 470 Center Street Building 2
City, State, ZIP: Chardon, Ohio 44024

School's Legal Name: Kent State University
School Address: PO BOX 5190
City, State ZIP: Kent, OH 44242

Applicable Licenses, Certifications, etc:

Term of Agreement: 1 year
Expiration Date: 08/25/2018
Effective Date: 08/25/2017

Clinical rotations shall be provided at Facility's facilities located at: Schools throughout Geauga County

Designated Contract Person to act as liaison between Facility and School: Megan Shumaker, OT/L mshumak2@kent.edu 440 964 4562

Responsibility for Certain Checks and Testing:

Background Check:
Students are solely responsible for Background Checks. ☐
Facility will conduct and pay for Students' Background Checks. ☐
Facility will conduct, and Students choose to pay for, Students' Background Checks. ☐
A Background Check is not required for this Agreement. ☐

Substance Abuse Testing:
Students are solely responsible for Substance Abuse Testing. ☐
Facility will conduct and pay for Students' Substance Abuse Testing. ☐
Facility will conduct, and Students choose to pay for, Students' Substance Abuse Testing. ☐
Substance Abuse Testing is not required for this Agreement. ☐

The attached Standard Terms and Conditions are incorporated into this Student Affiliation Agreement ("Agreement"). The following Addenda are also attached hereto and incorporated herein as part of this Agreement by this reference:

Addendum	Title
Addendum A	Waiver

Revised 02/2015
Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.

Neither the Agreement nor any amendment or modification hereto shall be effective or legally binding upon Facility, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved pursuant to the terms of this Agreement.

***** A FULLY EXECUTED COPY OF THIS AGREEMENT MUST BE SENT TO CONTRACTS@KENT.EDU BY THE KENT STATE UNIVERSITY COLLEGE, SCHOOL, DEPARTMENT COORDINATOR PRIOR TO THE EFFECTIVE DATE. PLEASE INCLUDE "AFFILIATION AGREEMENT GEAUGA COUNTY ESC" IN THE SUBJECT LINE *****

AFFILIATION AGREEMENT FOR STUDENTS

between
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
and
KENT STATE UNIVERSITY

This Affiliation Agreement (the "Agreement") is made and entered into this 8th day of August 2017 ("Effective Date") by and between Geauga County ESC ("Facility"), located at 470 Center Street Building 2, Chardon, Ohio 44024, and Kent State University ("Affiliating School") by and through the Office of the Provost located at 1125 Risman Plaza, Kent, OH 44242.

RECITALS

WHEREAS, Affiliating School operates health care programs for qualified students leading to associate, bachelor and master degrees and which require a clinical rotation or internship, and

WHEREAS, Facility, in the course of its operations as a regional health care provider, can provide an educational environment within its clinical facilities (the "Clinical Sites") which would be beneficial to, and which would further Facility's mission to provide clinical educational opportunities and quality health care to citizens of the region.

NOW, THEREFORE, in order to establish a high quality Clinical Program and in consideration of the mutual agreements set forth herein, Affiliating School and Facility agree as follows:

(1) General Information.

(a) The Affiliating School Chairperson or his/her designee (the "Affiliating School Director") shall be responsible for the performance of the terms of this Agreement on behalf of Affiliating School and shall cooperate with Facility to implement and manage the Clinical Program and the terms of this Agreement.

(b) The Chief Operating Officer or his/her designee (the "Facility Director"), shall be responsible for the performance of the terms of this Agreement on behalf of Facility and shall cooperate with the Affiliating School Director to implement and manage the Clinical Program according to the terms of this Agreement.

(c) Upon reasonable request by Facility, Affiliating School will withdraw from the Clinical Program any student who fails to cooperate with Facility personnel or conducts himself/herself in an inappropriate manner, or whose performance is unsatisfactory, or is a detriment to the operation of Facility at any of its Clinical Sites. Affiliating School will have final responsibility for determining the academic status and the participation of students.

(d) Upon request, the Affiliating School Director or his/her designee may inspect the clinical facilities at Facility which are directly related to the students' clinical experience and training.

(e) Neither party shall discriminate against any student on the basis of race, religion, color, creed, gender, national origin, marital status, income, disability, age, ancestry, sexual orientation or veteran's status. The parties agree to abide by the terms of the Americans with Disabilities Act ("ADA").

(f) Affiliating School's faculty and students shall conform to the Policies and Procedures of Facility and follow all directives of Facility staff including following the standards identified by the Joint Commission and Centers for Medicare and Medicaid Services as well as other identified accrediting bodies. Affiliating School's faculty and students will be informed by Facility of general regulations and minimum safety standards, including, but not limited to the fire safety procedures, hazardous material management, universal precautions, airborne and protective isolation.

(g) Affiliating School may refer to the affiliation with Facility in the Affiliating School course catalog and in other public information materials upon the prior written approval of Facility. Facility may refer to the affiliation with Affiliating School in Facility's brochures and other public information materials describing clinical education programs upon the prior approval of Affiliating School.

(h) Since the students shall have access to Facility's records and the records of Facility's patients for the purpose of meeting specific course requirements, Affiliating School shall ensure that its students and faculty are aware of their obligation to maintain the confidentiality of all Facility's patients and records.

(2) Responsibilities of Affiliating School.

(a) Affiliating School's Director or his/her designee shall select and schedule students for clinical training/internship at Facility according to Clinical Program guidelines and subject to the approval of the Facility Director.

(b) Affiliating School will notify Facility at least two (2) weeks prior to the beginning of a clinical rotation of the number of students selected and scheduled for clinical instruction during the ensuing semester.

(c) Affiliating School will ensure that students are informed that under the terms of this Agreement:

(i) students are responsible for transportation costs to and from Facility;

(ii) each student, while at Facility shall wear the appropriate regulation student uniform and identifying name tag as required by Facility;

(iii) no wages or other remuneration shall be paid to the students for their participation in the Clinical Program by Facility; and

(iv) students are not employees of Facility and shall not be entitled to any employee benefits from Facility, including but not limited to social security, unemployment compensation or workers' compensation.

(d) Affiliating School will:

(i) ensure that each student is aware that he/she must, as a condition of his/her placement, submit proof to the Facility of a negative Tuberculosis test (one-step or two-step at Facility's discretion) in the previous twelve (12) months; and

(ii) ensure that each student is aware that he/she must, as a condition of his/her placement, notify Facility of a positive test for an infectious or contagious disease, including Tuberculosis or Hepatitis or other infectious diseases as the Facility may require and, upon request from Facility, will provide follow up information to assess the risk of transmission; and

(iii) ensure that each student is aware that he/she must, as a condition of his/her placement, submit to or provide a background test and/or drug test to the Facility prior to participation in the Clinical Program; and

(iv) instruct each student to provide the Facility a written waiver in the form attached to this Agreement as Addendum A, which also includes a standard confidentiality statement, prior to the student participating in the Clinical Program; and

(v) instruct each student that prior to reporting to the clinical area of the Facility, the student must make arrangements with the educator who has signed this Agreement, or his/her designee, to either attend a HIPAA training session or view the Facility's web-based HIPAA training. Student shall note date of HIPAA training on Addendum A.

(e) The Affiliating School Director or his/her designee will coordinate with the Facility Director to designate clinical faculty, clinical instructors and/or preceptors to facilitate clinical training.

(f) Affiliating School shall maintain the Clinical Program according to established standards of the appropriate accrediting agency. The Affiliating School shall determine the student learning needs and activities consistent with the program curriculum. The final responsibility for the education of the students lies with Affiliating School.

(g) Affiliating School agrees to maintain professional liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate for its students and its faculty present at Facility. Affiliating School shall provide Facility with at least thirty (30) days prior written notice of any change, cancellation or termination of such insurance coverage. Upon request Affiliating School will provide a certificate of insurance to the Facility Director.

(h) To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, Kent State University agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. The liability of Kent State University shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and Ohio Revised Code 9.86, as amended. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

(3) Responsibilities of Facility.

(a) For any student assigned to a qualified preceptor, clinical supervisor, or other Facility professional at Facility, upon completion of that student's clinical experience and training at Facility, the Facility Director will ensure that a written performance evaluation is completed for each student in the form and within the time limits specified by the Affiliating School Director.

(b) Facility will provide safe physical facilities and environment needed for clinical instruction of the Affiliating School students, within the reasonable capacity of Facility, subject to its primary responsibility to care for patients. Direct contact between students and patients shall be subject to approval of Facility.

(c) Facility will provide adequate orientation for Affiliating School faculty and students prior to the beginning of the students' assignments.

(d) Facility will allow Affiliating School's students to use Facility conference rooms and comfort facilities such as the cafeteria, lounges and rest rooms, and to provide, on an "as available" basis, lockers and, at a student's or faculty member's expense, parking at assigned parking areas.

(e) Facility agrees to maintain general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00). Facility shall provide Affiliating School with at least thirty (30) days prior written notice of any change, cancellation or termination of such insurance coverage. Upon request Facility will provide a certificate of insurance to the Affiliating School.

(f) Facility will provide, at its customary rate, any emergency medical care required by an Affiliating School student while participating in the Clinical Program at Facility. The cost of such treatment will be the responsibility of the individual student treated.

(g) In the event any student is exposed to blood from a patient who is a carrier of a contagious or infectious disease or a patient who is, in the judgment of Facility, at risk of being a carrier of a contagious or infectious disease, Facility will, with the consent of the student, administer immediate precautionary treatment consistent with current medical practice. Initial screening tests or prophylactic medical treatment shall be paid for by the student's own medical coverage. Facility shall have no responsibility for any further diagnosis, medication or treatment, and Affiliating School and each student acknowledges and assumes the risk of working with patients at risk of carrying a contagious or infectious disease.

(h) Facility will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in Facility, students will have the status of trainees; are not to replace Facility's staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program.

(i) Facility understands that information received from the Affiliating School regarding students participating in clinical training is subject to the provisions of the Family Educational Rights and Privacy Act, and 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 first obtaining the student's consent. For the purposes of this Agreement, pursuant to FERPA, Affiliating School hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the participating

students to the extent that access to the records is required by the Facility to carry out the Program. The site further agrees that any information received regarding the student should be destroyed or returned to the student or university within a reasonable period after the completion of the clinical experience.

(4) Notices.

(a) Any notice required or permitted by this Agreement shall be sent by certified or registered mail, return receipt requested, and shall be deemed given upon receipt thereof.

(b) All notices to Facility shall be addressed to:

Geauga County ESC
470 Center Street Building 2
Chardon, OH 44024
Attn: _____

(c) All notices to Affiliating School shall be addressed to:
Kent State University – Kent Campus
1125 Risman Plaza
Kent, OH 44242
Attn: Todd A. Diacon, Ph.D., Senior Vice President for Academic Affairs & Provost

(5) HIPAA Compliance.

(a) The parties agree that Facility is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (collectively such Act, rules and regulations and guidance is referred herein as ("HIPAA"). Accordingly, Affiliating School agrees that in the performance of its rights and responsibilities under this Agreement, it shall use its best efforts to comply with Facility's written policies and procedures implemented pursuant to HIPAA. Affiliating School also agrees that it will stress to students the importance of complying with Facility's written policies and procedures implemented pursuant to HIPAA.

(6) Term and Termination.

(a) This Agreement shall be effective for one (1) year beginning on the Effective Date.

(b) This Agreement shall automatically renew for successive one (1) year periods, up to a total of five (5) years unless earlier terminated by either party upon at least ninety (90) days' prior written notice to the other party.

(c) Notwithstanding any automatic renewal, this Agreement shall automatically terminate five (5) years from its Effective Date.

(d) Either party may terminate this Agreement by providing six (6) months prior written notice to the other party, unless otherwise provided for in this Agreement. However, both parties may mutually agree to terminate this Agreement at any time. Students currently enrolled will be provided the opportunity to complete their clinical programs then in progress at the Facility.

(7) Miscellaneous Terms of Agreement.

(a) In the event that it is determined that section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 964-99), and regulations adopted pursuant thereto, apply to this contract, the Affiliating School agrees, for a period of four (4) years after performance to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon written request therefore, this contract and their books, documents and records necessary to certify the nature and extent of the costs thereof.

(b) Each party hereby represents and warrants the following:

(i) that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and

(ii) that it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the *List of Specially Designated Nationals and Blocked Persons* maintained by Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services – Office of Inspector System for Award Management (SAM) (http://sam.gov), the Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (http://oig.hhs.gov/fraud/exclusions.asp), or the List of Specially Designated Nationals and Blocked Persons (http://www.ustreas.gov/offices/enforcement/ofac/) which internet sites may be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either (1) becomes Debarred or (2) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

(c) Nothing herein shall be construed to create an agency relationship between the University and Facility, or any employment relationship between Facility and any staff member provided by KSU to perform the services under this Agreement. Facility will not represent to be or hold itself out as an agent of the University at any time during the term of this Agreement.

(d) This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

(e) Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement, in which case either party may terminate this Agreement by giving sixty (60) days written notice. Such option to terminate expires sixty (60) days after the party receives notice of the invalidity.

(f) Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

(g) Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

(h) This Agreement is not assignable in whole or in part by either Affiliating School or Facility, but is binding on any corporate successor of either.

(i) This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

(j) This Agreement is non-exclusive and both parties have the right to enter into similar agreements with other institutions.

Signatures on the next page.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and the year first above written.

GEAUGA COUNTY ESC

By_____

Date _____

Print Name: _____

Title: _____

KENT STATE UNIVERSITY

By_____

Date_____

Print Name: Todd A. Diacon, Ph.D.

Title: Senior Vice President for Academic Affairs & Provost

Reviewed by _____

Michael R. Pfahl

Office of General Counsel

Revised 02/2015

Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.

ADDENDUM A – TO BE SIGNED BY THE STUDENT PARTICIPANT

WAIVER

I understand and agree that I waive, for myself or any heirs and/or assigns, any and all claims, including any negligence claims which I might have against Geauga County ESC ("Facility"), or its agents or representatives, in any way resulting from personal injuries, illness, or property damage sustained by me arising out of participation in the Clinical Program, except for claims arising out of the gross negligence or reckless or willful misconduct of Facility or its agents, or representatives.

In the event I am exposed to blood or other bodily fluids from a patient who is a carrier of a contagious or infectious disease or a patient who is, in the judgment of Facility, at risk of carrying a contagious or infectious disease, Facility shall, with my consent, administer immediate precautionary treatment consistent with current medical practice. I shall pay for the initial screening tests or prophylactic medical treatments. Facility shall have no responsibility for any further diagnosis, medication or treatment and I acknowledge and assume the risk of working with patients at risk of carrying a contagious or infectious disease, except for the risk of gross negligence or willful or reckless misconduct on the part of Facility, its trustees, officers, agents, and employees.

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

It is understood that in the performance of my duties, I will obtain confidential information about or from Facility ("Confidential Information") and Confidential Information includes, but is not limited to, financial or proprietary data about Facility, information about Facility's business and employees, patient information (including Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the rules and regulations promulgated thereunder), methods of operating, development plans, programs, documentation, techniques, trade secrets, systems, know-how, policy statements and other confidential data. I will not disclose Confidential Information (including, but not limited to, PHI) to anyone, including my family and friends, under any circumstances. I agree to maintain in strict confidence all Confidential Information and will not, unless otherwise required by law, disclose such Confidential Information to any third party without Facility's prior written consent. Prior to discussion of or writing about any Facility patient in an academic context relative to my program of study, all individually identifiable information will be removed.

Additionally, I shall not discuss Confidential Information with any other student in the Clinical Program. I understand that patient confidentiality is of such great importance that PHI is NEVER to be shared with anyone even if it is years after I participate in the Clinical Program.

"PHI" is defined as individually identifiable health information, which is health information created, received or used by Facility relating to (a) the past, present or future physical or mental health or condition of a patient, or (b) payment for the provision of healthcare to a patient. PHI contains identifiers that identify a patient or for which there is a reasonable basis to believe the information can be used to identify a patient. Examples of individual identifiers include, but are not limited to, patient names, complete addresses, social security numbers, dates of birth, medical record numbers and dates of treatment. PHI may include any or all of these individual identifiers coupled with a patient's health information, examples of which are a social security number and diagnosis, date of birth and past medical history, or dates of treatment and symptoms present at the time of treatment.

Signed: _____ Date: _____

_____ School: Kent State University
[Printed Name]

HIPAA training completed _____ and verified by _____
[Date] [Signature of KSU Employee]

Revised 02/2015
Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.