

**THE CLEVELAND CLINIC FOUNDATION
RESIDENCY EDUCATION PROGRAM
AFFILIATION AGREEMENT**

This Affiliation Agreement (“Agreement”) between The Cleveland Clinic Foundation (“Sponsoring Institution”), an Ohio non-profit corporation having its principal place of business at 9500 Euclid Avenue, Cleveland, Ohio 44195, and The Intergenerational School (“Participating Institution”), a non – profit corporation having its principal place of business at 11327 Shaker Boulevard, Ste 200 E, Cleveland, Ohio 44104, sets forth the understanding of the parties with respect to residents from the Sponsoring Institution who are on affiliation at the Participating Institution for required rotations.

The mutual goals of the parties include optimum patient care, excellent graduate medical education and development of enhanced systems of health care delivery. The parties seek to achieve these goals through residency education training, in accordance with the terms and conditions set forth herein.

In consideration of the mutual covenants and promises herein contained, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. INSTITUTIONS

- a. Sponsoring Institution: The Cleveland Clinic Foundation
 9500 Euclid Avenue
 Cleveland, Ohio 44195

 Medical Department: Children’s Institute
 Residency Program: Child and Adolescent Psychiatry
 Program Director: Molly Wimbiscus, M.D.
- b. Participating Institution: The Intergenerational School
 11327 Shaker Boulevard, Ste 200
 Cleveland, Ohio 44104
 Medical Department: School – based Clinical
 Counseling Services
 Rotation: Longitudinal School Mental Health Clinic
 Supervisor: Brooke King

Sponsoring Institution and Participating Institution may change the Program Director and Supervisor, respectively. Any such change shall be effected by the party making the change providing written notice of the change to the other party pursuant to the Notice provision herein.

2. TERM:

- a. This Agreement is effective as of the 1st day of July, 2024 and unless earlier terminated as

set forth below, will continue until the 30th day of June, 2029.

- b. Termination: Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party. Upon any such termination, the parties will use their best efforts to ensure that any residents then on affiliation be able to complete their rotation.

3. RESIDENT ON AFFILIATION:

<u>Graduate Level</u>	<u>No. of Residents</u>	<u>Length of Rotation</u>
PGY 1 <input type="checkbox"/>	_____	_____
PGY 2 <input type="checkbox"/>	_____	_____
PGY 3 <input type="checkbox"/>	_____	_____
PGY 4 <input type="checkbox"/>	_____	_____
PGY 5 <input checked="" type="checkbox"/>	2	½ day a week for 9 months
PGY 6 <input type="checkbox"/>	_____	_____

Maximum number of residents on affiliation at any given time: 2

4. ROTATION CONTENT AND SCHEDULE

The goals and objectives for this resident's rotation shall be determined by the Program Director at the Sponsoring Institution, in conjunction with the Supervisor at the Participating Institution and appended hereto as Appendix A. In the event of a conflict between the terms of this Agreement and the terms of Appendix A, the terms of this Agreement shall control.

5. SUPERVISION AND EVALUATION OF RESIDENTS

- a. The Supervisor at the Participating Institution shall have administrative, educational and supervisory responsibility for the residents on affiliation at the Participating Institution.
- b. The Program Director at the Sponsoring Institution, however, maintains ultimate responsibility and authority for the quality of the educational program at the Participating Institution and the performance of the residents. Performance issues will be handled by the Program Director at the Sponsoring Institution according to the rules and regulations governing residents at the Sponsoring Institution.
- c. The Participating Institution will comply with the Residency Review Committee (RRC) Program Requirements and the Accreditation Council for Graduate Medical Education (ACGME) requirements regarding resident supervision and working environment including, but not limited to, duty hours and resident safety.
- d. At the completion of the rotation, the Supervisor at the Participating Institution shall formally evaluate the performance of each resident according to the Sponsoring

Institution's criteria. Likewise, each resident on affiliation shall be asked to formally evaluate the rotation and staff teaching at the Participating Institution.

6. ADMINISTRATIVE INFORMATION

- a. Prior to commencement of the rotation, all residents on affiliation must complete the Participating Institution's Application Form and provide any documentation and/or credentials that Participating Institution requires.
 - b. Residents on affiliation continue as employees of the Sponsoring Institution, under the conditions of their residency appointments. The Sponsoring Institution continues to be responsible for payment and provision of salary and benefits for the residents on affiliation at the Participating Institution, unless otherwise agreed in a separate document signed by both parties.
 - c. Residents on affiliation shall have access to educational facilities and support services at the Participating Institution including, but not limited to, the medical library, laboratories, medical records systems, on-call rooms and computer systems at no cost to Sponsoring Institution. All other training-related expenses remain the responsibility of the Sponsoring Institution.
 - d. The Sponsoring Institution will provide general liability and professional liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate to cover the acts and omissions of residents while on affiliation at the Participating Institution.
 - e. Residents on affiliation shall be subject to the applicable rules and regulations of the Participating Institution. The Participating Institution shall advise residents on affiliation as to the educational and clinical practices, policies and procedures with which they are expected to comply and the proper methods to achieve such compliance.
 - f. Residents on affiliation shall provide documentation that they have been offered instructions on universal precautions for the purpose of reducing risk of exposure to body fluids and airborne pathogens, antibody or antigen testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Health and Safety Administration. If Hepatitis B vaccination is declined the resident shall be required to sign a form indicating that they are aware of the virus.
 - g. This Agreement applies only to the required rotations specified herein. Elective rotations are not covered by this Agreement.
7. NON-DISCRIMINATION. Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.
8. DRUG FREE WORKPLACE. The Sponsoring Institution shall inform all residents on affiliation that the Participating Institution is committed to providing a drug-free work environment. Accordingly, the Participating Institution will not tolerate the unlawful or

unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around Participating Institution property.

9. COMPLIANCE WITH LAW. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
10. COMPLIANCE WITH FEDERAL PROGRAMS. Each party hereby represents and warrants the following:
 - a. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal health care programs (collectively “Debarment” or “Debarred”, as applicable). Each party shall provide the other with immediate notice if it (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, or (ii) becomes Debarred. Upon receipt of such notice by either party, this Agreement shall automatically terminate without further action.
 - b. 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. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by the party to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services - Office of Inspector General List of Excluded Individuals / Entities (LEIE) (<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>), which internet site may be revised from time to time by the U.S. government.
 - c. That it will 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. Further, each party agrees to timely notify the other party in the event that it has identified or suspects potential violations associated with its performance under this Agreement, and the nature of such potential violation, to enable the other party to take prompt corrective action. Each party shall have the right to automatically terminate this Agreement in the event that the other fails to comply with this provision.
11. PATIENT PRIVACY. Each party will comply with its obligations in terms of patient privacy and confidentiality (including training of its residents), including without limitation, the Health Insurance, Portability, and Accountability Act of 1996 (“HIPAA”) and the related regulations, as they may be amended from time to time
12. CONFIDENTIALITY. Sponsoring Institution acknowledges that, in the course of the performance of this Agreement, it and its residents may learn certain confidential and proprietary information about Participating Institution’s business, and/or patient care operations

("Confidential Information"). Sponsoring Institution agrees that it and its residents will keep all such information strictly confidential; that they will not use it for any other purpose other than to perform their obligations hereunder.

13. TAX EXEMPT STATUS. The parties recognize that Sponsoring Institution is a non-profit, tax-exempt organization and agree that this Agreement will take into account and be consistent with Sponsoring Institution's tax exempt status.
14. USE OF NAME. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or publicity without the specific prior written consent of an authorized representative of the other party as to each such use.
15. SEVERABILITY. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
16. WAIVER. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.
17. ASSIGNMENT. Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.
18. NOTICE. Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed in the preamble to this Agreement and to the attention of the Program Director or Supervisor as applicable.
19. TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.
21. ENTIRE AGREEMENT. This Agreement and the attached Appendix A, which is hereby incorporated into this Agreement by reference, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document or documents executed by both parties.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

The Cleveland Clinic Foundation

The Intergenerational School

By: _____
Name: Jeremy Lipman, M.D.
Title: Designated Institutional Official,
Director, Graduate Medical Education
Date: _____
Approved by:

By: _____
Name: Brooke King
Title: Executive Director
Date: _____
Approved by:

By: _____
Name: Charles Kwon, M.D.
Title: Institute Education Committee Chairman,
Children's Institute
Date: _____

By: _____
Name: Sarah Alonso
Title: Operations Director
Date: _____

By: _____
Name: Maryann Mays, M.D
Title: Institute Education Committee Chairman,
Neurological Institute
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Molly Wimbiscus, M.D.
Title: Program Director, Child and Adolescent
Psychiatry
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Template approved as to form
CCF Law Dept.2/17/2011
by Marleina Davis, Esq.

Appendix A

Goals and Objectives of the Rotation



NAME OF PROGRAM

Cleveland Clinic Foundation Child and Adolescent Psychiatry

NAME OF ROTATION

Longitudinal School Mental Health Program

GRADUATE LEVEL:

PGY5

Location & Site Supervisor

- Cleveland Metropolitan School District (CMSD) John Hay
- Cleveland Metropolitan School District (CMSD) Max Hayes Vocational High School
- Intergenerational School
- Urban Community School
- Lakewood High School

Description of Rotation

- Academic school year rotation alternating weekly one-half day per week (except for holidays or school breaks).
- Work with school-based counselors, school administrators, and teachers to observe and understand school-age students with school-based mental health concerns.
- Tour different schools in northeast Ohio under the supervision of Dr. Wimbiscus to learn about variations in school pedagogy, student support and engagement, mental health services, healthcare coordination, other programming, and family engagement.

- Evaluate and treat or provide a second opinion under the supervision of Dr. Wimbiscus (or other supervisory staff) on specific school referrals in general or virtual access clinics from Main Campus or virtually. One outpatient new evaluation will be held monthly for school referrals for PGY5s during the continuity clinic. This slot will be opened if not filled 1 week prior to the appointment. Fellow will coordinate directly with the associated school team and demonstrate school-coordination skills that have been learned during this rotation.
- Create a Capstone Project

Educational Purpose

To learn about components of school-based evaluations and counseling, special education needs and assessments, contemporary educational strengths and challenges, the impact of economic, social, other environmental, and psychological stress on child development and learning, and schools' political, financial, legal, and organizational structures.

Assessment Summary

Electronic assessment by Dr. Wimbiscus of CAP fellow in ACGME competencies

Expectations

- Bi-monthly attendance (Wednesday afternoons, 1-4:30 pm)
- Readings provided by school supervisors and Dr. Wimbiscus
- Rotation Capstone (research or school development) Project (as determined by fellow and supervisor)
- Clinical evaluations through Virtual Access Clinic or embedded within Fellow Longitudinal Clinic monthly (as needed by client demand)
- Attend at least 3 national virtual webinars, meetings, or discussions regarding school mental health (to be recommended by Dr. Wimbiscus and may include AACAP Schools Committee, National Center for School Mental Health webinars, OMHNSS, Ohio School Health Alliance, MHTTC, NNCPAP, PMHCA-SBHA)

Orientation

Per school-based supervisors and Dr. Wimbiscus (clinical supervisor).

Supervision

Fellows will be supervised directly by Dr. Wimbiscus and will report to Dr. Wimbiscus with monthly updates about the rotation. Dr. Wimbiscus will be with fellows for tours of schools. Each site will have dedicated on-site supervision provided by that respective site. Outpatient clinical assessments (referrals from school sites) will be supervised and staffed by Dr. Wimbiscus or other indicated staff supervisor in the fellows'

continuity clinics or Virtual Access Clinic. No clinical services are offered directly to students during the rotation on school sites if not identified as clinical service areas.

Mix of Diseases and Patient Characteristics

The urban and suburban school populations consist of early, middle and high school-aged children with the majority of children demonstrating normal development. The portion of children that the fellows will observe and monitor will be seen for adjustment disorders, anxiety disorders, learning disorders, intellectual disabilities, disruptive behavior disorders, and mood disorders primarily.

List specific departmental conferences that the fellows are expected to attend

- Psychiatry and Psychology Grand Rounds: weekly topics presented by experts in the field of behavioral health to the entire Psychiatry and Psychology Department
- Child Psychiatry section didactics (2.5 hours/week): A structured 2-year curriculum presenting core topics on development, psychopathology, clinical-based modalities of treatment, journal clubs, bioethics, and professionalism.

Educational Resources (reading lists, websites, CD rom, pathological material)

- Benningfield M, Hoover S. *School Mental Health* in Child and Adolescent Psychiatric Clinics of NA. Vol 24:2; April 2015. Pp211-438.
- Pumariega AJ, Winters NC. *The Handbook of Child and Adolescent Systems of Care*. San Francisco, John Wiley & Sons, 2003.
- Bostiq J, Bagnell A. Eds. *Evidence-Based School Psychiatry* in Child and Adolescent Psychiatric Clinics of NA. Vol 21:1; Jan 2012.
- Weisz JR, Kazdin AE. *Evidence-Based Psychotherapies for Children and Adolescents*. Second Edition. New York: The Guilford Press, 2010.
- Other readings to be determined and shared with fellows by Ms. Richmond, Dr. Wimbiscus, and school model leadership.

Goals and Objectives

CPS =	case presentation and supervision	FBS =	feedback/supervision by attending staff	SE =	summative evaluation (by	T =	testing (pre- and post-rotation)
DC =	didactic curriculum/conferences	OT =	observation by trainee		faculty attending in MedHub)	360 =	evaluation by team members

DPC = direct patient care (by trainee)
 CSV = clinical skills verification

P = formal presentation(s) by the trainee
 R = rounds participation

SS =self-study/reading/literature
 review

PATIENT CARE: *Fellows are expected to provide patient care that is compassionate, appropriate, and effective for the promotion of health and prevention of illness.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will assess the impact of intellectual deficits, learning and developmental disorders on the expression of signs and symptoms of psychiatric disorder	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will demonstrate assessment skills and knowledge of evidence-based interventions relevant to school age children	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

MEDICAL KNOWLEDGE: *Fellows are expected to demonstrate knowledge of established and evolving biomedical, clinical, and social science principles, and to apply this knowledge to patient care and the education of others.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of consultant skills in clinical evaluations	Supervise interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will demonstrate knowledge of assessment and treatment of psychiatric co-morbidities of youth who have been referred for behavioral or emotional challenges by their school	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

PRACTICE BASED LEARNING AND IMPROVEMENT: *Fellows are expected to be able to use scientific evidence and methods to investigate, evaluate, and improve patient care practices.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
Fellow will do directed readings relevant to the role of mental health consultant in school setting	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading relevant to the diagnosis and treatment of school-aged children	Supervised experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading on psychiatric differential diagnoses in children with learning disabilities	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading on school-based impairment and psychiatric and socioeconomic stressors contributing to differential diagnoses	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

INTERPERSONAL SKILLS AND COMMUNICATION: *Fellows are expected to demonstrate interpersonal and communication skills that enable them to establish and maintain professional relationships with patients, families, and other members of healthcare teams.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will learn to function as consultant as well as participate in multidisciplinary teams reviewing and addressing learning and behavioral needs of children	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

PROFESSIONALISM: *Fellows are expected to demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity, and a responsible attitude towards their patients, their profession, and society.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of the principles of developmental learning processes	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will be empathetic, respectful, curious, open, nonjudgmental, collaborative, and able to tolerate ambiguity and display confidence in the efficacy of community and school-based services	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will be sensitive to sociocultural, socioeconomic and educational issues that arise in the therapeutic relationship	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

SYSTEMS-BASED PRACTICE: *Fellows are expected to demonstrate both an understanding of the context and systems in which healthcare is provided, and an ability to apply this knowledge to improve and optimize healthcare.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of the use of a continuum of care for learning and behavioral disorders in school and clinical setting	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

<p>For clinical referrals, the fellow will use the collaborative data of teachers, counselors, families, and other mental health workers to formulate diagnostic and treatment plans for DSM diagnoses and resulting impairments</p>	<p>Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.</p>	<p>Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.</p>
<p>The fellow will collaborate with school team to complete a Capstone Project that addresses specific needs of school relating to mental health concerns (e.g. parent-child communication session; managing avoidant children; teacher education about psychostimulants; professional development)</p>	<p>Self-study and formal presentation</p>	<p>Review of documentation. Feedback from clinical advisors. Rotation evaluation written and verbal.</p>