

AFFILIATION AGREEMENT
CLINICAL EDUCATION OF _____ STUDENTS
(non-paying internship)

The agreement, made and entered this ____ day of _____, 20__ by and between _____ (herein after referred to as the Clinical Site) and Youngstown State University insert program here (herein after referred to as University) by and through their duly authorized administrators.

WHEREAS, the Clinical Site provides capability for learning experiences and recognizes the professional responsibility of assisting in the teaching of University students and is interested in providing assistance to the University in its curricula, and

WHEREAS, the University is currently conducting a program in _____ and desires to obtain the assistance of Clinical Site in furthering University's education objectives, and

WHEREAS, the University and the Clinical Site mutually desire to promote excellence in the provision of professional service, _____ education and research, and to contribute to the professional growth and competence of students enrolled in the University professional education program, and

Now, THEREFORE, in consideration of the mutual promises and covenant hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

I. MUTUAL RESPONSIBILITIES

A. The **Clinical Site** will accept students selected by the **University** and agreed upon by the **Clinical Site** for a period of clinical education. The nature of the experience shall be arranged by both the **Clinic Site** and its Clinic Coordinator, (name and contact information)

B. The time periods and number of students assigned during any one clinical training period will be mutually agreed upon by the **University** and **Clinical Site**.

C. The **Clinical Site** and the **University** agree to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omission, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

D. The **Clinical Site** shall, at its sole cost and expense, carry and maintain a professional liability (Insurance) plan of protection. Such protection will provide minimum bodily injury

and/or death limits of liability of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate limit. Such coverage shall also include property damage liability in the amount of \$1,000,000 per occurrence.

The **University** shall, at its sole cost and expense carry and maintain a professional liability (Insurance) plan of protection for Program students. Such protection will provide minimum bodily injury and/or death limits of liability of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate limit. The obligations of this section shall continue beyond the termination or expiration of this Agreement.

- E. The **University** and **Clinical Site** will be mutually responsible for providing students with information regarding the policies, rules and regulations of each **Clinical Site** and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the **Clinical Site**.
- F. The **University** maintains the privilege of visiting the **Clinical Site** before, after and/or during the clinical education periods at times that are mutually convenient.
- G. The **University**, faculty, students and the **Clinical Site** personnel will collaborate to assure: quality and continuity of care for clinical site clients and attainment of learning objectives. Annually, University will update clinical education manuals to the clinical site and the clinical site will update the clinical center information form to the University.
- H. The **University** and **Clinical Site** shall not discriminate against any student on the basis of race, color, age, religion, sexual orientation, national origin, disability, or identify as a disabled veteran.
- I. **University** and **Clinical Site** agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of the Agreement, and as they may change or be amended from time to time.
- J. Each party agrees that no student in the clinical education program will be deemed to be an employee of the **Clinical Site** nor will the **Clinical Site** be liable for the payment of any wage, salary, or compensation of any kind for services provided by the student. Further, no student will be covered under the **Clinical Sites'** worker's compensation, social security, or unemployment compensation programs.
- K. The assigning of student grades for clinic education is solely the responsibility of the **University**. The Academic Coordinator of Clinical Education will, however, use information gathered from the student evaluation form which is completed by the clinical instructor, and any other information gathered about the student's professional clinical behavior to include but not limited to phone conversations with the **Clinical Site** and or clinical site visits.
- L. The **University** and the **Clinical Site** shall collaborate to determine the necessity to remove any student from his/her assignment at the **Clinical Site**. The **Clinical Site** shall inform the **University's** Academic Coordinator of Clinical Education to initiate this process which follows established **University** guidelines for removal of a student.

II. UNIVERSITY RESPONSIBILITIES

- A. The **University** shall coordinate plans with **Clinical Site** to make clinical learning experiences available to their students.
- B. The **University** shall, as mutually agreeable to the parties, provide at least four (4) weeks prior to each term:
- (a) Number of students and the dates and hours which they will be assigned.
 - (b) The expected level of experience to which they will be assigned.
 - (c) The expected learning objectives for its students.
 - (d) The student evaluation forms.
- C. The **University** reserves the right to terminate a student from any clinical program for any reason. The **University** reserves the right to withdraw a student from his/her assigned clinical education experience at the **Clinical Site** when in the **University's** judgment the clinical experience does not meet the needs of the student.
- D. The **University** will inform their students of the following information relevant to clinical education and each of the **Clinical Sites** to include:
1. The need to verify a negative tuberculin test and/or a negative chest x-ray taken within six (6) months prior to the clinical affiliation. The student should have documented evidence of a health status report on file with the **University**.
Initial blank _____.
 2. The risk of occupational acquired Hepatitis B infection, having understood this risk the students will provide to the **University** documentation of initiation of Hepatitis B infection, having understood this risk the students will provide to the **University** documentation of initiation of Hepatitis vaccine or a declination form.
Initial blank _____.
 3. Students must accept the responsibility of Health Insurance coverage, and may need to provide verification to the **Clinical Site**. **Initial blank** _____.
 4. Students will assume the responsibility for providing transportation to and from the **Clinical Site** during periods of clinical education affiliation.
Initial blank _____.
 5. The student will need to abide by the existing rules, regulations, policies, and procedures of the **Clinical Site** while on a clinical affiliation. **Initial blank** _____.
 6. The University will educate student in, and assess learning of, the Health Insurance Portability and Accountability Act (HIPAA) prior to allowing students to participate in clinical affiliation. **Initial blank** _____.

III. CLINICAL SITE RESPONSIBILITIES

- A. The **Clinical Site** shall provide clinical education-learning experiences which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
- B. The **Clinical Site** will provide applicable policies and procedures to the **University**, and to the student, to which the students shall be expected to adhere, during periods of clinical assignment and while on facility premises.
- C. The **Clinical Site** shall be responsible for the facilitation of the student's professional growth through selection of patients for teaching purposes and educational assignments, and for the provision of adequate space, equipment and supplies to meet the objectives of clinical training.
- D. Students shall perform services for patients only when under the supervision of a registered, licensed or certified therapist. Students shall perform assignments and participate in patient rounds, clinics, staff meetings and in-service educational programs at the discretion of their supervisor(s) as designated by the **Clinical Site**. Students are trainees, not employees of the **Clinical Site**, and are not to replace **Clinical Site** staff.
- E. The **Clinical Site** shall on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the clinical education program as may be relevant, by representatives of the **University** or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.
- F. The **Clinical Site** shall be responsible for the submission of required reports in accordance with **University** procedures and for informing the **University** of significant staff or administrative changes in the clinical education program(s).
- G. The **Clinical Site** agrees to arrange emergency health care for illnesses or injuries resulting from the Clinical Assignment. Payment for health services will be covered by the student's on their health insurance.
- H. Except in emergencies, the **Clinical Site** shall not grant leaves of absence from regular duties to students during their clinical placements without prior approval from the **University**.
- I. The staff of the **Clinical Site** will maintain current student records in accordance with the **University** program guidelines. After completion of the clinical affiliation, such records will be transferred to and maintained by the **University**.
- J. The **Clinical Site** acknowledges that student educational records are protected by the Family Educational Rights and Privacy ACT (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except the **University**. The **Clinical Site** will abide by the provisions of FERPA with respect to any request for student information by any party except the **University**.

IV. TERMS OF AGREEMENT

- A. The terms and conditions of the Agreement may be amended by written instrument executed by both parties. The terms of any exchange of funds between the **University** and the **Clinical Site** shall be provided for in an amendment of this Agreement.
- B. The term of this Agreement shall be for two years from the day and year first written above and may be renewed every two years through execution by both parties of a Renewal Letter. Either party may terminate this Agreement by a written notification giving a three-month period of advance notice. Should notice of termination be given, students assigned to the **Clinical Site** shall be allowed to complete any previously scheduled clinical assignment then in progress at the **Clinical Site**.

Notice of termination to the **University** shall be directed to:

One University Plaza
Youngstown State University
Youngstown, Ohio 44555

With copy to:

Dean _____
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

If to the Clinical Site:

With copy to:

The Agreement shall be governed by Ohio Law. Any actions, suits or claims that may arise pursuant to this Agreement shall be brought in the State of Ohio.

This contract shall supersede any and all prior contracts between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

YOUNGSTOWN STATE UNIVERSITY

CLINICAL SITE

Provost and Vice President for Academic Affairs Date

President Date

Vice President for Finance & Business Operations Date

Clinic Coordinator Date

Dean Date

Chair Date

Academic Coordinator Date