

## CLINICAL AFFILIATION AGREEMENT

**THIS AGREEMENT** is made on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **A. T. Still University-Arizona School of Health Sciences ("the University")** at 5850 E. Still Circle, Mesa, AZ 85206 and *[Please Print]* \_\_\_\_\_ ("**Facility**") located at \_\_\_\_\_.

**WHEREAS**, the Arizona School of Health Sciences, is a school within A.T. Still University of Health Sciences, Inc.: and

**WHEREAS**, Facility is a Health Care Provider or Health Care Institution which possesses the capability for providing learning experiences and recognizes its professional responsibility to assist in the teaching of University students within the Athletic Training, Audiology, Occupational Therapy, Physician Assistant, and Physical Therapy programs.

### **THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

- 1. Term and Termination.** The term of this Agreement shall be for a period of five (5) years commencing on the date first above written and continuing until the fifth (5th) anniversary thereafter. This agreement shall be reviewed by each party annually, at which time this agreement may be terminated by not less than six (6) months prior written notice to the non-terminating party.
- 2. Authority, Duties and Responsibilities of the University.** The University shall have the following authority, duties and responsibilities:
  - (a) Coordination:** The University, through its designated representative(s), shall coordinate with Facility, through its designated representative(s), to make learning experiences available to enrolled students.
  - (b) Procedural Authority:** The University acknowledges that its students shall be expected to comply with all current policies and procedures of Facility.
  - (c) Scheduling:** The University shall, as mutually agreeable to the parties, provide prior to each clinical experience: (i) number and name of student(s) and the dates and hours they will be assigned for practical experience; (ii) the clinical level of experience of each student and the expected level of experience to which such students will be assigned; (iii) the learning objectives for the assigned students; (iv) verification of student malpractice coverage, cardiopulmonary resuscitation training, immunization status, and blood borne pathogen precaution training; and (v) HIPAA training.

**(d) Non-Assignment:** Non-assignment of students to Facility for any given rotation shall not effect the continuation of this Agreement.

**(e) Liaison:** The University shall provide a faculty member(s) who will serve as liaison with Facility representatives when necessary.

**(f) Recordkeeping:** The University shall provide and maintain the records and reports necessary for conducting clinical learning experiences of its students under this Agreement.

**(g) Indemnity:** Each Party to this Agreement shall indemnify and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees officers, agents and employees against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with claims or demands for injury or damage arising from or caused by the indemnifying Party's negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.

**(h) Insurance:** The University shall maintain in full force and effect throughout the term of this Agreement: (1) professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (2) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and, (3) workers' compensation insurance as required by law.

**3. Authority, Duties, and Responsibilities of the Facility.** Facility shall have the following authority, duties and responsibilities:

**(a) Coordination:** Facility shall provide learning experiences to students enrolled in programs at the University. The number of students, their program of education within Facility, and the scheduling of their education at Facility will be determined by mutual agreement between the designated representative(s) of Facility and the University's designated academic program representative(s).

**(b) Supervision:** Facility shall provide learning experiences under the supervision of qualified personnel, who (i) meet the standards of recognized professional accrediting agencies or state regulatory agencies; (ii) are licensed and/or certified to practice in the respective allied health profession and (iii) support the philosophy and the stated objectives of the educational program. Facility shall be responsible for assigning clinical instructors for each student in accordance with professional standards.

**(c) Learning Experiences:** Facility shall provide opportunities for observation and supervised practical experience, conducive to the learning process of the student and the meeting of the stated learning objectives in its facility(s), patient units, clinics, laboratories, classrooms, and other selected departments or subjects as applicable.

**(d) Orientation:** Facility shall provide orientation to related University faculty and students to acquaint them with physical facilities, policies and procedures of Facility, and where appropriate, to the needs of individuals and/or groups with which they will be working.

**(e) Staff Development:** Facility shall provide, as appropriate, time to its designated clinical educators for attending meetings and conferences called by the University as part of its educational program.

**(f) Space:** Facility shall provide, whenever necessary, available conference rooms, work area, and locker space for University students participating in this program.

**(g) Student Evaluation:** Facility shall cooperate in formally evaluating students in consonance with the educational objectives and procedures, which have been jointly arranged.

**(h) Record Keeping:** Facility shall provide and maintain records and documents required by the University for conducting the educational program.

4. **Nondiscrimination.** The University and Facility shall not discriminate against anyone applying to or enrolled in the program contemplated under this agreement by either party because of race, color, creed, sex, age, national origin, disability or sexual orientation.
5. **Educational Records.** The designated program of the University shall maintain the educational records, and information related to the students of the University. Facility shall assist the University as may be reasonably necessary so that the designated Program at the University may comply with such laws, rules, and regulations relating to educational programs.
6. **Student Status.** Nothing in this Agreement shall be construed to imply an employer-employee relationship between Facility and the student. The student shall not be considered an employee for workers' compensation, fringe benefits, or compensation. Facility may, however, provide the student stipends, in-kind services, or reimbursement of expenses incurred while assigned to Facility. Each party to this Agreement may at any time remove the student from Facility with just cause.
7. **Miscellaneous.** This Agreement constitutes the entire Agreement among the parties and supersedes all other prior Agreements and understandings both written and oral, among the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and nothing in the Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Facility represents, warrants and covenants to the University that the persons signing below have full right, power, and authority to make this Agreement and that no other person or entity needs to join in the execution hereof in order for this Agreement to be binding upon the provider.

8. **Standards and Confidentiality:** All services provided by Facility shall be provided in accordance with professional standards and all applicable federal, state or local governmental laws and regulations, and in accordance with those applicable standards of the Joint Commission on Accreditation of Healthcare Organizations. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules regulations applicable to the performance of this Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Records and Privacy Act. Each Party to this Agreement represents that: (1) it is not currently excluded, or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare and Medicaid; and (2) it has never been subject to any sanctions by any of the aforementioned programs. Each Party shall notify the other of any imposed exclusions or sanctions covered by this representation, and the notified Party reserves the right to terminate this Agreement immediately upon receipt of such notice.

9. **Other terms and conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date set forth above.

Facility: A.T. Still University-Arizona School of Health Sciences

\_\_\_\_\_  
Signature Randy Danielsen, PhD, PA-C, DFAAPA  
Dean

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Please Print)