

**CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF MEMPHIS  
AND**

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**THIS AGREEMENT** is made by and between the University of Memphis \_\_\_\_\_ hereinafter referred to as “University” and \_\_\_\_\_, hereinafter referred to as “Affiliate”.

**WHEREAS**, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance of the goal of providing high-quality clinical learning experiences for University students:

**WHEREAS**, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the University

**WHEREAS**, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party and the parties have agreed to the terms and provisions set forth below:

**I. Clinical Affiliation**

A. The clinical experience shall be provided at the Affiliate facilities designated on **Exhibit A**, which is hereby incorporated by reference as a part of this Agreement.

B. The clinical experience, as further described on **Exhibit A**, will be provided to students in a manner appropriate for the discipline.

C. Prior to the start of a student’s clinical experience, University shall provide Affiliate with a listing of all students approved for the clinical training experience at Affiliate’s facility. Only those students recorded on University’s official communication shall be considered students covered by the terms of this Agreement.

**II. Responsibilities of the Parties**

A. Responsibilities of the University: The following duties shall be the specific responsibilities of the University:

1. The University will select and place an appropriate number of students at the Facility each academic term. The University shall notify the Affiliate at least thirty (30) days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such term.
2. The University will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the Affiliate only those students who have satisfactorily completed the prerequisite didactic portions of the University’s curriculum.
3. The University will retain ultimate responsibility for the education and assessment of its students. The University’s representative for this agreement shall be a faculty member appointed and assigned by the University, who will be responsible for the student teaching and assessment provided pursuant to this Agreement.

4. University shall have full responsibility for conducting any student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the above, University agrees to terminate the participation of any student at Affiliate's facilities, upon request of Affiliate, if Affiliate has determined that the student fails to abide by the practices, rules, policies, or procedures of Affiliate or in any way threatens to impair the delivery of services to Affiliates patients or clients.
5. The University shall advise all students assigned to the Affiliate facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement. The University agrees that any patient/client records and/or information that are submitted under this Agreement or which University becomes aware of during the course of its performance hereunder are confidential and proprietary to Affiliate and shall be protected in accordance with applicable law.
6. The University shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
7. If the Affiliate requires evidence of health insurance or professional liability insurance coverage for students and faculty participating in the program as designated on **Exhibit A**, the University shall notify students and faculty of such requirement and the requirement that the coverage shall extend through the term of the student's participation. University will also inform students that they must provide evidence of insurance coverage to Affiliate prior to the start of their clinical experience.
8. University agrees to advise students that they are responsible for completing certain requirements identified by Affiliate on **Exhibit A** and for submitting evidence of completion of these requirements to Affiliate, on its request, prior to commencement of the clinical placement. These requirements may include, but are not limited to, completion of a criminal background check, abuse history registry check, drug testing and/or required immunizations/vaccinations. All associated fees will be paid by the student.
9. If criminal background checks are required for University faculty or staff, it shall be the University's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.
10. The University will advise students that they are required to comply with Affiliate's rules, regulations, and procedures.

B. Responsibilities of the Affiliate: The following duties shall be the specific responsibilities of the Affiliate:

1. The Affiliate has a responsibility to maintain a positive, respectful and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Affiliate will provide students and faculty with access to appropriate resources for clinical student education including, but not limited to: a) access to patients/clients at Affiliate facilities in an appropriately supervised environment, in which the students can complete the University's curriculum; b) student security badges or other means of secure access to patient/client care areas; c) access and required training for clinical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage for clinical students' personal items when at the Affiliate Facility; f) access to call rooms, if necessary; and g) access to the protective equipment provided to employees at Affiliate's Facility.
2. The Affiliate will retain full authority and responsibility for patient/client care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Affiliate's Facility, students will have the status of trainees with no expectation of compensation from Affiliate; are not to replace Affiliate staff; and, are not to render unsupervised patient/client care and/or services unless approved by University in advance.

Affiliate will maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.

3. The Affiliate agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Affiliate facility, the Affiliate, upon notice of such incident from the student, will provide emergency care as is provided its employees, including, where applicable: examination and evaluation by Affiliate's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary. In the event that Affiliate does not have the resources to provide such emergency care, Affiliate will refer such student to the nearest emergency facility. Such treatment shall be at the expense of the individual treated.
4. The Affiliate's staff will, upon request, assist the University in the assessment of the learning and performance of participating students by completing assessment forms provided by the University and returned to the University in a timely fashion.
5. Upon request, the Affiliate will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
6. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Affiliate shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
7. As an educational entity, University is obligated to comply with the Family Educational Rights and Privacy Act ("FERPA") in its handling of educational records of students enrolled in its programs. Affiliate has agreed to provide educational training to School's students and as such will be an agent of University for the purposes of FERPA compliance. To the extent the Affiliate generates or maintains educational records related to the participating student, the Affiliate agrees to comply with FERPA, to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.
8. Affiliate acknowledges that only students confirmed by University as providing services pursuant to this Agreement will be covered by this Agreement. Affiliate assumes full responsibility for any student that it desires to retain outside the scope of this Agreement.
9. The Affiliate agrees to provide notice to the University prior to, or in the event of emergency immediately after, suspending a student's placement.
10. The Affiliate will inform the University of dangerous conditions (i.e., outbreaks) so that students/supervisors can make informed decisions regarding attendance.
11. The Affiliate will provide for the orientation of University's participating students as to the Affiliates rules, regulations, and procedures. This also includes the duty to inform students of Affiliate's protocol for, but not limited to; incidents, injury, hazardous waste, and other things.
12. It shall be the responsibility of the Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall notify that individual and the University. University shall take steps to ensure identified individuals do not participate in the clinical program at the Affiliate.
13. If an University faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.
14. Recognizing that students are enrolled in the program at University will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains

continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

15. The Affiliate shall identify a site coordinator from among its staff who will communicate and cooperate with the University's supervisor to ensure faculty and clinical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities: The parties shall cooperate to fulfill the following mutual responsibilities:

1. Representatives for each party will be established on or before the execution of this Agreement as identified in **Exhibit A**. Each semester the representatives shall confer and agree upon details regarding assigned students, dates of assignment, and other matters relative to the experiential learning experience.
2. The University and Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate negative influence. At the request of either party, a meeting or conference will promptly be held between University and Affiliate representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
3. Each party shall comply with all applicable laws, advice, rules and regulations, and Affiliate and University's policies, procedures and compliance programs, as they may be amended from time to time, which are applicable to the performance of this Agreement.
4. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including with limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information or Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.
5. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, Veteran status, national origin, or any other basis protected by law.
6. Any courtesy appointments to faculty or staff by either the University or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

### **III. Term**

A. This Agreement is effective upon execution of the Clinical Affiliation agreement by both parties and shall remain in force for a period of five (5) years or until such time as either party terminates the Agreement.

B. Either party may terminate this Agreement without cause upon giving sixty (60) day's written notice to the other party.



## **EXHIBIT A TO CLINICAL AFFILIATION AGREEMENT**

This Exhibit A is incorporated into the Clinical Affiliation Agreement entered into by the University of Memphis and Affiliate.

### **A. Clinical Affiliation**

1. Covered Affiliates:
2. Detailed description of specific services, including, but not limited to, activities to be required of students, responsibility for supervision, and special services/physical facilities available to students.

### **B. Student Requirements. Affiliate requires that students complete the following pre-requisites:**

- Criminal background check
- Abuse history registry check
- Drug testing
- Immunizations/vaccinations
- Professional liability insurance in the amount of
- Health insurance

### **Coordinators.**

1. University:
2. Affiliate:

### **D. Special Provisions.**