

CLINICAL AFFILIATION AGREEMENT

BETWEEN

The Trustees of Indiana University

AND

This Agreement is by and between The Trustees of Indiana University ("University") and _____ ("Facility") located in _____ (City, State).

WITNESSETH

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the University, the parties have agreed to the terms and provisions set forth below:

I. Purpose and Consideration: The purpose of this Agreement shall be to provide clinical experience to students enrolled in the University's _____ program(s). Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

II. Terms and Conditions: Pursuant to the above-stated purpose, the parties agree as follows:

A. Term and Termination:

TERM:

1. The Term of this Agreement shall be for a period of four years, beginning on _____.

TERMINATION:

2. Notwithstanding any other method of termination set forth elsewhere in the Agreement, this Agreement shall terminate:

- a. by mutual consent of both parties; or
- b. by either party upon ninety (90) days written notice to the other party.

In the case of early termination, any students currently participating in a clinical experience at Facility will be allowed to complete their experience.

B. Revisions: This Agreement is subject to changes and revision as necessary and by agreement of the parties; provided, however, that any such change or revision must be agreed to in writing by both parties in order to be binding.

C. Placement of Students: The University shall notify the Facility at least sixty (60) days prior to the beginning of each clinical experience of the number of students it desires to place at the Facility. The Facility shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.

- D. Discipline: While enrolled in a clinical experience at the Facility, students will be subject to all applicable policies of the Facility, including the dress code. The Facility may immediately remove from the premises any student who poses an immediate threat or danger to patients, staff, visitors of the premises or the public; in all other cases, students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the University have been followed.
- E. University-Specific Responsibilities: The following duties shall be the specific responsibilities of the University:
1. Identify students for placement at the Facility.
 2. Maintain liaison with Facility for supervision of students at Facility for clinical experience.
 3. Establish a procedure for notifying the Facility if a student is unable for any reason to report for clinical training.
 4. Establish professional liability and other insurance coverage as follows:
 - a. During the term of this Agreement, University agrees to provide evidence of adequate general liability insurance covering the acts or omissions of its faculty, employees and instructors during their participation in the Program. University agrees to provide notification to Facility if a lapse or change in insurance coverage occurs during the term of the Agreement.
 - b. If the student(s) are training in one of the health care provider professions listed in Ind. Code 34-18-2-14, as amended and as it may be amended from time to time, the University shall carry for each qualified student Professional Liability Insurance covering claims made, arising out of and within the scope of the educational/clinical activities engaged in by the student under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the student as set forth in Ind. Code 34-18-4-1, as amended and as it may be amended from time to time. University's obligation under this paragraph shall be no greater than that provided for in its insurance coverage, which, for example, does not cover claims arising out of or related to intentional misconduct or gross negligence.
 - c. If the student(s) do not qualify for coverage by the University under 4(b) above, the University shall cause each such student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each student that arises out of and during the course of each such student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - d. The parties acknowledge that professional liability insurance may not be required for those students that will not have patient contact. Facility shall make the final determination whether professional liability insurance is necessary for a particular educational program.

5. Inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the University and the Facility.
6. Distribute to students the Facility's pertinent policies and procedure, if such materials are provided by the Facility.
7. Direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, students are not and shall not be considered to be employees of the Facility. In addition, University agrees that a student's breach of Facility's policies concerning confidentiality shall be grounds for student discipline by University, including dismissal from the educational program and/or removal from the Facility.
8. To instruct students that they are responsible:
 - a. To follow policies and procedures of the Facility throughout the affiliation.
 - b. To provide written evaluation of the Facility to both Facility and the University upon request.
 - c. To provide health records upon request by the Facility. Typical requests include proof of Immunization tests, including MMR, PPD and Hepatitis B and/or Hepatitis declination form.
 - d. To provide documentation to the Facility of personal health insurance in effect during the term of assignment.
 - e. To provide documentation of appropriate liability insurance as provided in Paragraph E.4(c), if applicable.
 - f. To obtain, if required by the Facility, a criminal background check that meets the Facility's requirements and to provide a copy of the results of the background check to the University and the Facility.

F. Facility-Specific Responsibilities: The following duties shall be the specific responsibilities of the Facility:

1. Provide an orientation for the purpose of familiarizing students with Facility's physical facilities, philosophy, policies and procedures for providing care, and such other aspects of Facility's operations as are pertinent to the educational experience of the students.
2. Maintain a sufficient level of staff support to provide supervision of students and to carry out normal service functions without having students perform in lieu of staff. Notify the University if staffing falls below this level while students are present on scheduled affiliation.

3. Provide for the students a patient caseload that is appropriate to his/her needs and level of experience and proficiency and that is of sufficient size and variety to ensure the best educational experience possible.
4. Notify the University in writing of any changes within the Facility which would alter significantly the specified clinical education experiences for the students.
5. Retain complete responsibility for patient care, providing adequate supervision of students at all times.
6. Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff employees.
7. Provide or obtain emergency medical treatment for students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the student treated.
8. Maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Facility shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Facility's clinical facilities and services as necessary.

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

1. The parties shall appoint two persons to be responsible for the Program. University shall appoint a program coordinator ("Clinical Education Coordinator") and the Facility shall appoint a program supervisor ("Clinical Education Supervisor"). Each party shall supply the other party with the name of this person along with the person's professional and academic credentials. Each party shall promptly notify the other in writing of any change of the person appointed. University will disclose information from a student's educational record, as appropriate, to personnel at Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. Facility agrees that its personnel will use such information only in furtherance of the Program, and that the information shall only be disclosed to third parties in accordance with the Family Educational Rights and Privacy Act.
2. Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.
3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the University.
4. The parties expressly acknowledge and agree that students are not the agents or employees of either the University or the Facility for any purpose, including but not limited to purposes of providing general liability coverage pursuant to Paragraph II.E.4.a. of this Agreement.
5. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal 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, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status.

6. No party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.
7. It is understood and agreed that this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between the University and the Facility shall be considered as one between independent contractors and not as a joint venture or partnership.
8. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that Educational Agency's obligation to hold Facility harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of the University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the University is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that the University's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by the University. Facility acknowledges that students are not employees or agents of the University for purposes of this provision.

[Signature Page Follows]

IN WITNESSES WHEREOF, the parties have by their duly authorized representative set forth their signature:

UNIVERSITY:

FACILITY:

BY: _____
(Signature)

Joseph M. Scodro

(Printed name)

Deputy General Counsel

(Title)

(Date)

BY: _____
(Signature)

(Printed Name)

(Title)

(Date)

BY: _____
(Signature)

Michael A. Patchner

(Printed name)

Dean

(Title)

(Date)