

CLINICAL AFFILIATION AGREEMENT

BETWEEN

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. 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 contract period.
 - b. If the student(s) are working in one of the health care provider professions listed in I.C. 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 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 those prescribed for health care providers like the student as set forth in I.C. 34-18-4-1, as amended and as it may be amended from time to time.
 - 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 annual aggregate.
 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. 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).
 - 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. The Facility will designate a staff member who is acceptable to the University as the Facility's Clinical Education Coordinator to:
 - a. Provide for student orientation to the Facility;
 - b. Designate a staff member to be responsible for coordinating the clinical experience and providing a planned and supervised program;
 - c. 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.
2. 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.
3. Notify the University in writing of any changes within the Facility which would alter significantly the specified clinical education experiences for the students.

4. Retain complete responsibility for patient care, providing adequate supervision of students at all times.
 5. 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.
 6. Provide emergency medical treatment to students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the student treated.
 7. 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. Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.
 2. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the University.
 3. 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.
 4. 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.
 5. 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.

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

UNIVERSITY:

FACILITY:

THE TRUSTEES OF INDIANA UNIVERSITY

BY: _____

(Signature)

BY: _____

(Signature)

Joseph M. Scodro

(Printed name)

(Printed Name)

Deputy General Counsel

(Title)

(Title)

(Date)

(Date)

PROGRAM DIRECTOR

BY: _____

(Signature)

(Printed name)

(Title)

(Date)