

## AFFILIATION AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_ (Placement Site) and University of La Verne (University) to set forth the terms and conditions under which Placement Site and University will jointly undertake a program of clinical instruction (the Clinical Program) for students in \_\_\_\_\_ (Students) to be offered at Placement Site. In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, University and Placement Site agree as set forth below.

### GENERAL PROVISIONS

1. Letter Agreements. University and Placement Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, University and Placement Site shall develop letter agreements to formalize operational details of the Clinical Program. These details may include, but are not limited to, the following:

1.1 Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Clinical Program);

1.2 Number of Students eligible to participate in the Clinical Program;

1.3 Specified days, hours and locations for the Clinical Program;

1.4 Specific learning objectives and performance expectations for Students;

1.5 Specific allocation of responsibilities for the Faculty Liaison, Clinical Supervisor, and Preceptors, if any, as referenced in Section 14 of this Agreement, which shall include a written plan for Student supervision and orientation to Placement Site; and

1.6 Timeframes and format for Student program reports and evaluation forms. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party. In the event of a conflict between the terms of the letter agreements and this Agreement, the latter shall prevail.

2. Student Services. The parties acknowledge and agree that Students participating in the Clinical Program will have the status of learners, and Student services will not be utilized in lieu of those of professional or nonprofessional staff. As a part of the Clinical Program Students may provide patient care related services, and any such service rendered by Students is incidental to the educational purpose of the Clinical Program.

2.1 Student Status. The parties expressly understand and agree that Students assigned to Placement Site as part of the Clinical Program: (a) are in attendance for educational purposes; (b) are and will remain students of School, and will in no sense be considered employees of Placement Site; (c) Students will not be entitled to any monetary or other remuneration for services performed by them at Placement Site; and (d) Students are, however, considered members of Placement Site's "workforce" for purposes of HIPAA compliance.

3. Compensation. There will be no payment of charges or fees between University and Placement Site.

4. Nondiscrimination. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law

## UNIVERSITY'S RESPONSIBILITIES

5. Academic Program Administration. University will be responsible for instruction and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in the Clinical Program, and for decisions regarding grading, promotion, graduation, and the awarding of degrees.

6. Clinical Program Curriculum and Administration. University shall design and deliver the curriculum for the Clinical Program, including development of Student learning objectives, orientation plan, and identification of appropriate learning activities during placement at Placement Site. University shall also assure the quality of the Clinical Program and modify it as needed to reflect evaluative input received from Placement Site.

6.1 University Policies. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during the Clinical Program.

6.2 Supervision and Evaluation. University will designate at least one qualified preceptor to supervise and assess the Students' progress and provide performance evaluations of the Students, subject to approval of the Placement Site. Residents are not eligible to serve as the designated preceptor. University will provide forms for the evaluation of Students or develop Student performance evaluation tools in conjunction with Placement Site.

7. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Clinical Supervisor and Preceptors, if any, at the beginning and end of the clinical education program to solicit Placement Site input regarding the Clinical Program.

8. Students. University will select and adequately prepare Students for participation in the Clinical Program at Placement Site and will notify Placement Site in writing of any change in a Student's status. University is responsible for recruiting, approving and coordinating student placement at the Placement Site. University will advise Students that they are not permitted to solicit Placement Sites.

8.1 Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Placement Site information pertaining to relevant education and training for all Students enrolled in the Clinical Program at least four (4) weeks before the commencement of the Clinical Program.

8.2 Proof of Immunization and Additional Required Documentation. Prior to the arrival of Students, University shall: (A) require all Students to show proof of current immunizations (or a signed waiver if applicable) in accordance with CDC recommendations for health care personnel including those for tetanus, diphtheria, pertussis, hepatitis B, measles, mumps, rubella, chicken pox, and polio, and proof of testing for tuberculosis within the twelve months prior to the assignment of Student to Placement Site; and (B) notify each Student that, to participate in the Clinical Program at Placement site, he or she must (1) complete all medical examinations

requested by University or Placement Site, (2) provide all information which may be required by the University or Placement Site for participation in the Clinical Program, including but not limited to immunization records and criminal history records [as set forth in Exhibit 1 to this Agreement] and (3) authorize release of such information to Placement Site and as permitted by law.

8.3 Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.

8.4 Student Health Insurance. University will encourage each Student participating in the Clinical Program to acquire comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Clinical Program. University will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

8.5 Orientation Material. University will prepare general written Clinical Program orientation materials for Students regarding OSHA Blood Borne Pathogen Standards and refer Students to Placement Site's post-exposure evaluation and follow-up program should an exposure incident occur.

9. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, standards of professional conduct, including without limitation successful completion of a background check prior to participation in the program and those concerning confidentiality of patient health care information. University shall notify Students of their obligation under this paragraph.

9.1 Identification. University shall require that Students wear appropriate attire and Placement Site identification tags.

10. Proprietary Information. University shall assure that the Faculty Liaison and Students treat information about Placement Site gained in the course of this affiliation as proprietary and do not disclose or use such information for any purpose without the express written permission of Placement Site.

11. Withdrawal and/or Removal of Students. University is responsible for withdrawal of a Student from the Clinical Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct.

Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation, which may include the removal of the Student from Placement Site facilities, and University agrees to honor any such demand.

12. Insurance. University shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to Placement Site, (1) comprehensive general liability insurance to cover its employees, faculty and student (as applicable) at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to Placement Site.

#### PLACEMENT SITE'S RESPONSIBILITIES

13. Clinical Learning Experience. Placement Site will provide, within the limits of its facilities and staff and consistent with its goals, a clinical education experience for Students enrolled in the Clinical Program.

14. Preceptors and Supervisors. In accordance with the specific terms of the applicable letter agreement described in Section 1 above, Placement Site will designate in writing Preceptors, if any, to supervise the learning experiences of the Students, and will designate in writing one person to serve as the Supervisor, who will maintain contact with the Faculty Liaison to assure mutual participation in and review of the Clinical Program and Student progress. Placement Site will notify University in writing of any change or proposed change of the Preceptors or the Supervisor.

15. a. Evaluation and Reporting. Placement Site will submit required reports on each Student's performance and will provide an evaluation to University on forms provided by School. Placement Site will notify University of any significant situation or problem that may threaten the successful completion of the Clinical Program by the Student.

b. Privacy of Education Records. Placement Site acknowledges that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a

student either disclosed by the University to Placement Site or created by Placement Site in connection with the Clinical Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the student to participate in the Clinical Program or in connection with evaluation and reporting the Student's performance to School. Placement Site may disclose/re-disclose the Student's information in required by a State, Federal or accreditation agency investigating care provided to patients of Placement Site, or if required pursuant to law.

16. Resources. Placement Site will provide Students with access to sources of information necessary for the Clinical Program consistent with Placement Site policies and procedures and commensurate with patients' rights, including library resources and reference materials.

16.1 Placement Site Policies. Placement Site will provide to Students a copy of Placement Site's rules, regulations, policies and procedures with which Students are expected to comply, including, but not limited to, the Placement Site's HIPAA, OSHA, personal and workplace security and personal safety policies and procedures and will address all appropriate safety measures for all Students and any University instructors on site.

17. Supplies and Equipment. Placement Site will make available to Students basic supplies and equipment reasonably necessary to provide services as part of the Clinical Program.

18. Emergency Care. On any day when a Student is participating in the Clinical Program at its facilities, Placement Site will provide to such Student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the Student can be transferred to another appropriate care setting. Such emergency care will be provided on a fee-for-service basis. Except as expressly set forth herein, Placement Site shall have no obligation to furnish medical care to any Student.

18.1 Post-Exposure Treatment. Notwithstanding the foregoing, Placement Site agrees to do provide appropriate treatment to a Student referred to its OSHA post-exposure evaluation and follow-up program should an exposure incident occur.

19. Insurance. Placement Site shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to University, (1) comprehensive general liability insurance to cover its employees and instructors (as applicable) at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to University.

## LIABILITY AND INDEMNIFICATION

20. Indemnification. University shall indemnify and hold harmless, defend the Placement Site, and each of its officers, partners, employees or agents (each of which person and organization are referred to collectively herein as “Indemnitees” or individually as “Indemnitee”) from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys’ fees and expenses) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the School, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement. The foregoing indemnity and hold harmless obligation of the University includes and applies without limitation to injury or damage to the Placement Site, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

## TERM AND TERMINATION

21. Term. This Agreement is effective beginning \_\_\_\_\_ and will continue in effect for five years, unless terminated in accordance with Section 22. The parties may renew this Agreement for an additional five-year term by written agreement prior to the termination date.

22. Termination. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic semester has commenced, such notice shall not become effective until the academic semester has concluded. Students in good standing currently matriculated in a Clinical Program that is in progress at the time of termination may complete that rotation.

22.1 Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption and to ensure quality for patient care.

MISCELLANEOUS PROVISIONS

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

24. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

25. Governing Law. The parties’ rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.

26. Representatives. The parties designate an individual as their respective representative (each, a “Representative”) to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
Email:	Email:



27. Notices. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

28. Survival. University and Placement Site expressly intend and agree that Section 19 of this Agreement will survive the termination of this Agreement for any reason.

29. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

30. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

31. Inspection. Placement Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

(Continued on next page)

32. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

UNIVERSITY OF LA VERNE  
("University")

\_\_\_\_\_  
("Placement Site")

By

By

\_\_\_\_\_  
Dr. Jonathan Reed. Ph.D.  
Provost and Vice President for  
Academic Affairs

\_\_\_\_\_  
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Exhibit 1 - Placement Site's Policies Regarding Background Investigation for Students and Other Requirements for Participation in the Clinical Program.