



## CLINICAL EXPERIENCE AFFILIATION AGREEMENT

This Agreement is made by and between East Tennessee State University, hereinafter referred to as "Institution" and \_\_\_\_\_, hereinafter referred to as "Affiliate".

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

- I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled at Institution.
  - A. 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.
  - B. The clinical experience shall be provided at the Affiliate's Facility located at \_\_\_\_\_, hereinafter referred to as "Facility".
  - C. The specific experience to be provided students is detailed in Addendum to Clinical Experience Affiliation Agreement, attached hereto.
- II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:
  - A. Term - the term of this Agreement shall be commencing \_\_\_\_\_ and ending \_\_\_\_\_. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term. This Agreement may be for a total Agreement term of up to five years.
  - B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
  - C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate. Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.
  - D. Responsibilities of Affiliate – The following duties shall be the specific responsibility of the Affiliate:
    1. Affiliate shall provide orientation to the Facility for students beginning clinical experience.
    2. Affiliate shall be responsible for scheduling training activities for students.
    3. Affiliate shall be responsible for supervising students at all time while present at the Facility for clinical experience.
    4. Affiliate shall evaluate the performance of individual students as appropriate.

5. Affiliate shall retain complete responsibility for patient care providing adequate supervision of students at all times.
6. Affiliate shall 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.
7. Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Students will comply with all applicable facility regulations to protect parties, co-workers, and themselves against infections or environmental hazards or other occupational injuries. Should a student be exposed to such hazards or injury in the facility, Affiliate will comply with OSHA and other regulations to ensure proper diagnosis and treatment of such exposure. Emergency treatment will be provided at the expense of the student. Institution's Office of Student Affairs will assist students in arranging for appropriate medical follow-up. However, the student will ultimately be responsible for completing appropriate medical follow-up visits, necessary testing, and for the expenses associated with these. The student's responsibilities in these circumstances are further addressed in the college's student handbook. Such treatment shall be at the expense of the individual treated.
8. Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by Institution. Affiliate shall also permit authorities responsible for accreditation of Institution's curriculum to inspect Affiliate's clinical facilities and services as necessary.
9. Affiliate requires written evidence of professional liability insurance coverage from individual students participating in the experience. The minimum amount of coverage per individual shall be \_\_\_\_\_ . The coverage shall extend through the term of the student's participation.

E. Responsibilities of the Institution - The following duties shall be the specific responsibility of the Institution:

1. Institution shall be responsible for the selection of students to be placed at the Facility.
2. Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
3. The Institution 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 experience.
4. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance, medical, or professional liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

F. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Affiliate and Institution will work collaboratively to monitor the learning environment and to ensure that an appropriate learning environment is established for medical education. The learning

environment should foster development of appropriate professional attributes in medical students. This includes recognition that professional behavior by students, faculty, hospital staff, and medical staff are important components of the learning environment. Both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the medical student are important factors contributing to the development of appropriate attitudes, behaviors, and professional identity.

2. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:
  - a. To the extent required by federal law, 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 without 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 Individually 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.
  - b. Titles 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, the Americans with Disabilities Act of 1990 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 or national origin.
  - c. The Family Educational Rights and Privacy Act (FERPA). 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.
3. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student’s initial clinical placement. It shall be the student’s responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.
  - a. It shall be the responsibility of 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 so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at

- the Affiliate.
- b. Recognizing that students enrolled at Institution 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.
- c. Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.
- 4. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
- 5. The confidentiality of patient records and student records shall be maintained at all times.

G. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

- 1. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. 9-8-307.
- 2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

\_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

EAST TENNESSEE STATE UNIVERSITY  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ADDENDUM TO CLINICAL AFFILIATION AGREEMENT

1. Academic Program: \_\_\_\_\_

2. Persons Coordinating Clinical Experience:

Institution:

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Affiliate:

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

3. Number of Students Participating: \_\_\_\_\_

4. Training Dates: \_\_\_\_\_

5. Description of training and specific experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Other: \_\_\_\_\_