**CLINICAL AFFILIATION AGREEMENT**

**BETWEEN**

# TENNESSEE STATE UNIVERSITY

# AND

**(AFFILIATE)**

**THIS AGREEMENT**, by and between **TENNESSEE STATE UNIVERSITY**, a Tennessee Board of Regents system institution, hereinafter referred to as **“INSTITUTION”**, and **(AFFILIATE),** hereinafter referred to as **“AFFILIATE”.**

**W I T N E S S E T H:**

**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 in the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** program of the 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 ***(Show complete address and zip code)*** hereinafter referred to as **“FACILITY”.**

**C.** The specific services to be provided students is described as follows:

***(Detailed description of specific services, including, but not limited to, activities to be required of students and special services/physical facilities available to students.)***

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

**A. Term:**

1. The term and effective date of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an option to renew on a year-to-year basis, but not to exceed an aggregate total of sixty (60) months.

2. Renewals of this Agreement may become effective with agreement of both parties provided no substantial changes are made to the original agreement.

3. Either party may terminate this Agreement upon giving \_**\_\_\_\_\_\_\_** day’s written notice to the other party. Such termination shall have no effect on students currently receiving clinical experience.

**B. Placement of Students**: The Institution will place an appropriate number of students at the Facility each academic term. The Institution shall notify the Affiliate at least \_**\_\_\_\_\_** days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such 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. Each party will be responsible for enforcing all applicable policies including that of the other party. Students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the Institution have been followed; however, the Affiliate may immediately remove from the premises any student who poses an immediate threat or danger.

**D. Institution Specific Responsibilities**: The following duties shall be the specific responsibilities of the Institution:

1. Selection of students to be placed at the Facility.

2. Provide orientation to the Facility for students beginning clinical experience.

3. Scheduling training activities for students.

4. Supervising students at all times while present at this Facility for clinical experience.

5. Evaluate the performance of individual students as appropriate.

6. Provide health records of students (and faculty, if applicable) upon request by the Affiliate.

7. 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.

8. Require written evidence of professional liability insurance coverage from individual students (and faculty, if applicable) participating in the clinical experience. The minimum amount of coverage per individual shall be \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. The coverage shall extend through the term of the student’s participation.

**E. Affiliate Specific Responsibilities**: The following duties shall be the specific responsibilities of the Affiliate:

1. Retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.

2. 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. Provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

4. Maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution’s curriculum to inspect the Affiliate’s clinical facilities and services as necessary.

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

1. Each party shall comply with all Federal, State, and Municipal laws, advice, 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 Affiliate or the Institution.

3. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

4. 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, or national origin.

5. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, disability, Veteran status, or national origin. Such action shall include, but not be limited by the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

6. The confidentiality of patient records and student records shall be maintained at all times.

 7. 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.

 If criminal background checks are required for Institutional faculty or

 staff, it shall be the Institution's responsibility to arrange for the

 background check, to pay all costs associated with such checks and to

 provide the results to the Affiliate.

 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.

 If an Institutional 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.

 Recognizing that students enrolled in the program 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.

 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.

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

1. Neither party shall require indemnification by the other. Each shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

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.

4. The State of Tennessee is self-funded and does not carry or maintain commercial general liability insurance or medical, professional or hospital insurance. Any and all claims against the State, 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 State shall be limited to claims paid by the Claims Commission pursuant to TCA §9-8-301 et seq.

5. HIPAA Requirements: 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.

6. 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.

7. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** is the Coordinator for the Institution and can be reached at tel: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

8. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  is the Coordinator for the Affiliate and can be reached at tel: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9. This Agreement is not effective until approved by the President, or when required, by the Chancellor, Tennessee Board of Regents, or his designee.

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set forth their signature:

**(TYPE AFFILIATE / AGENCY NAME HERE)**

By:

 (Print name here) Title Date

**TENNESSEE STATE UNIVERSITY**

By President or Designee:

 Title Date