

**KEENE STATE COLLEGE
ACADEMIC CLINICAL AFFILIATION AGREEMENT**

**for the
[insert name of program]
and the
[insert name of department/college]**

Date

THIS AGREEMENT is made and entered into as of the date noted above, by and between the KEENE STATE COLLEGE, a body corporate and politic organized under the provisions of the new Hampshire Revised Statutes Annotated Chapter 187-A (the "College") and _____(name of company or facility), _____(city/state) a corporation organized and existing under the laws of the _____(state) (the "Facility").

Preliminary Statement

The parties want to support _____(name of program) education and to provide a supervised clinical experience for those students by establishing a clinical education program at the Facility (the "Program"). This Agreement sets out the requirements the parties agree to meet as a condition of participating in this affiliation.

The parties agree as follows:

1. Responsibilities of the College

- 1.1 Designate a faculty member who will be responsible for coordinating all aspects of the Program with the Facility.
- 1.2 Select as participants in the Program only those students who have received an appropriate level of instruction and training.
- 1.3 Require the students and any clinical faculty members to abide by all policies and procedures of the Facility.
- 1.3 Ensure that students have documentation of immunity or immunization against rubella and rubeola, mumps, diphtheria, tetanus, and measles (if born after 1956) and an update on status of immunity to varicella. The College will ensure that students provide documentation of a recent tuberculin test or chest x-ray, and hepatitis B vaccine. If the student has chosen not to receive the hepatitis B series, a signed statement of declension will be provided.
- 1.5 Ensure that every student will be covered by professional liability insurance to the limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 1.6 Submit for each clinical faculty member who will supervise students in the Program evidence of current licensure and professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 1.7 Review the progress of each student with Facility's preceptors on a tri-weekly basis.
- 1.8 Provide participating students with education on occupational exposure to blood-borne pathogens and provide Facility with documentation of each assigned student's participation in such education in advance of the start of the Program.
- 1.9 Require the students and clinical faculty member(s) to maintain as confidential all patient records and other data to which they have access and not to disclose or to copy the same

without the express written permission of the Facility.

1.10 Require the students to maintain health insurance coverage during the term of the Program.

2. Responsibilities of the Facility

- 2.1 Coordinate with the College to develop a planned, supervised program of clinical instruction and evaluation consistent with the objectives of this Agreement.
- 2.2 Provide appropriate facilities, equipment and supplies for completion of the Program.
- 2.3 Provide an appropriate orientation to its facility for students and clinical faculty member(s).
- 2.4 Provide supervised learning experiences for the students. Facility's supervisor(s)/preceptor(s) shall be Registered Occupational Therapists with a minimum of one year's clinical experience.
- 2.5 Provide training for the students on all aspects of the Facility's confidentiality and privacy policies, including HIPAA policies and procedures.
- 2.6 Treat the students in a fair, equitable, and professional manner.
- 2.7 Ensure that students are not used to routinely replace regularly scheduled employees unless it is a planned experience of the program (Fair Labor Standards Act, 1973 & Fact Sheet #71, April 2010)).
- 2.8 Participate in the clinical evaluation of the students, noting, however, that the final responsibility and authority for a student's evaluation and grading remains the exclusive responsibility of the College.

3. Responsibilities of the Students

- 3.1 Follow the policies and procedures of the College program in which they are enrolled, which include items such as an absence policy. While participating in this program, while on- or off-campus, students will be governed by KEENE STATE COLLEGE policy.
- 3.2 Follow the policies and procedures of the Facility.
- 3.3 Follow and practice the HIPAA policies and procedures of the Facility.
- 3.4 Provide own transportation to and from the Facility.
- 3.5 Provide all insurance as noted in ¶s 1.5 and 1.10.
- 3.6 Be in compliance with the Joint Commission on Accreditation of Health Care Organization (JCAHO) requirement and complete a criminal background check through the Facility's human resource department's agency. This criminal background check will be at the cost of the student.

4. Mutual Agreements and Responsibilities of College and Facility

- 4.1 No person shall, on the grounds of race, color, sex, religion, handicap, age, or national origin, be excluded from participation in, denied the benefits of, or be subject to discrimination under the terms of this Agreement.
- 4.2 Designates of the College and the Facility will confer at least annually to review and discuss the progress of the Program.
- 4.3 No student or clinical faculty member, while participating in the Program, shall be deemed to be an employee of the Facility.
- 4.4 The parties agree that the Facility may terminate the participation of any student in the Program if the Facility determines in its sole discretion that the student's work performance is unsatisfactory. In the event of termination, Facility will promptly notify the

College and the College will take whatever steps are necessary to remove the student from the Program. In the case where the Facility terminates a student without first discussing the situation with a College representative, within one week of such removal, appropriate representatives of Facility and the College shall meet with the student to discuss the reason for removal and to reinstate the student if the problem is resolved to the satisfaction of the Facility.

- 4.5 The Program is a nonprofit education program. No monies are required to be paid to the Facility for its participation in the Program.

5. Indemnification

- 5.1 To the extent provided by Law, each party agrees to indemnify and hold harmless the other party, its trustees, officers, directors, agents, employees and students from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) to the extent such liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arise out of its breach of its responsibilities under the terms of this agreement, or its negligent acts or omissions or the negligent acts or omissions of its trustees, officers, directors, agents, employees and students in performance of those responsibilities. This section shall survive termination of the Agreement.

6. Term and Termination

- 6.1 The initial term of the Agreement shall be from _____, 201__ through _____, 201___. The Agreement may be renewed for additional one year terms upon mutual agreement of the parties.
- 6.2 Either party may terminate this agreement with or without cause by giving the other party sixty (60) calendar days' written notice. Provided except in the case of unavoidable extenuating circumstances, or material breach of the Agreement by the College, any such notice of termination issued by Facility shall not take effect until the end of the clinical rotation of any students currently assigned and participating in the Program.

7. Notices

- 7.1 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing to the Facility and/or the College at the addresses listed below:

To Facility:

To College:

8. Miscellaneous

- 8.1 This Agreement shall be governed by the laws of the state of New Hampshire.
- 8.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights hereunder shall be assignable by the parties.
- 8.3 This Agreement can be amended only in writing signed by an authorized representative of each party.
- 8.4 Use of Agreement in Electronic Form: Both parties agree that they may: (a) convert this Agreement to electronic form, (b) retain it solely in such form, and (c) in the event of any dispute, provide it in such form or a copy from such form. The parties further agree that the Agreement in such form (or a copy), including the application of industry security standards for digital signatures, shall not be denied legal effect, validity, or enforceability due to its form and shall meet any requirement to provide an original

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative(s).

FACILITY

COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____