

## CLINICAL AFFILIATION AGREEMENT

**This AGREEMENT** is entered into to be effective \_\_\_\_\_, 20\_\_ by and between DOANE UNIVERSITY, of Crete, Nebraska, hereinafter referred to as DOANE, and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as AFFILIATED FACILITY.

**WHEREAS**, DOANE and AFFILIATED FACILITY have the following common objectives: (1) to provide clinical experience in terms of patient and related instruction for students of DOANE; (2) to improve the overall education program of DOANE by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; (4) to establish and operate a course of instruction of the first rank; and (5) to enrich services provided to recipients at AFFILIATED FACILITY.

**NOW, THEREFORE**, in consideration of the mutual benefits, the parties agree as follows:

### 1. General Information

- a. The course of instruction will cover a period of time as arranged between DOANE and AFFILIATED FACILITY. The beginning dates and length of experience for each student involved shall be mutually agreed upon by DOANE and AFFILIATED FACILITY and noted on attachment A, which is attached hereto.
- b. The number of students eligible to participate in the educational program will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- c. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin, disability, handicap, age, or veteran status, adhering to the letter and spirit of Title 6 of the Civil Rights Act of 1964 and the Americans with Disabilities Act in all areas relating to student participation in the clinical education program.
- d. This agreement may be terminated by either party upon notice to the other thirty (30) days in advance of the next training experience.
- e. Students under this agreement shall not be considered employees or independent contractors of AFFILIATED FACILITY or DOANE.
- f. All activities undertaken by students shall be a component of their clinical experience, education, and training, including research participation.
- g. This agreement shall provide for clinical education experience at AFFILIATED FACILITY for students enrolled in the programs of DOANE listed on attachment A.
- h. Each party shall indemnify and hold harmless the other from and against any and all direct damages and claims asserted against the indemnified party, including attorney's fees and litigation expenses, arising out of the indemnifying party's willful acts or gross negligence.

### 2. Responsibilities of DOANE

- a. DOANE will send the name of appropriate students to AFFILIATED FACILITY prior to the beginning date of the course of instruction.
- b. DOANE is responsible for supplying appropriate additional information required by AFFILIATED FACILITY prior to the arrival of the students.

- c. DOANE will assign to AFFILIATED FACILITY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- d. DOANE will designate a faculty member to coordinate with a designee of AFFILIATED FACILITY the assignment to be assumed by the student participating in the course of instruction.
- e. DOANE and AFFILIATED FACILITY will mutually respect policies and regulations governing students that are participating in the practicum at AFFILIATED FACILITY.
- f. The parties mutually concur with the Center for Disease Control statement that there is a risk for accidental exposure to blood or bodily fluids for students in health profession education programs; and mechanisms for risk assessment and initiation of prompt treatment situations of high risk exposures are necessary. Therefore, AFFILIATED FACILITY shall have in place all Accidental Exposure to Patient Blood or Bodily fluids Policy. If an accidental exposure to blood or bodily fluids occurs to a faculty member or a student, the faculty or student will be informed of the level of exposure and will be advised to seek medical attention which may include blood testing, and obtaining medication required for emergency treatment of high risk exposures, when appropriate.  
Testing of the patient/resident known to be the source of the exposure will be coordinated by AFFILIATED FACILITY, and AFFILIATED FACILITY shall cover the costs of such source testing. The faculty member or student is responsible for obtaining their own blood testing, medications, and follow-up care and is liable for their own expenses related to any accidental exposures. A report of any occurrence of an accidental exposure involving faculty or students shall be provided directly to the faculty member or student involved. It is the faculty or students' obligation to provide such report to the appropriate academic unit at DOANE.
- g. All students and faculty will have their own health insurance and be responsible for all their medical expenses. AFFILIATED FACILITY agrees to make available first aid for minor accidents or incidents occurring on the premises. In the event a student or faculty member suffers an illness or incident requiring emergency care while on the premises of AFFILIATED FACILITY, AFFILIATED FACILITY will provide emergency medical care or arrange transportation to receive emergency care. Payment for emergency care, including emergency transportation, shall be the sole responsibility of the student or faculty treated. DOANE will be notified of the incident.
- h. DOANE shall maintain general liability insurance with limits no less than \$1 million per occurrence and \$3 million annual aggregate. DOANE shall upon written request provide to AFFILIATED FACILITY a certificate of insurance with the required insurance coverage.

### 3. Responsibilities of AFFILIATED FACILITY

- a. AFFILIATED FACILITY shall provide a jointly planned, supervised program of clinical experience.
- b. AFFILIATED FACILITY shall, upon request, complete records and reports on each student's performance and provide an evaluation to DOANE on forms provided by DOANE at the conclusion of each semester or other mutually agreed upon time period.
- c. AFFILIATED FACILITY may request DOANE to withdraw from the educational experience at AFFILIATED FACILITY any student whose performance is unsatisfactory, or who is unable for any reason to accomplish successful completion of the assignment.

- d. AFFILIATED FACILITY shall provide equal opportunities to each student participating in the course of instruction and any student arrangements and considerations mutually agreed upon by DOANE and AFFILIATED FACILITY.
- e. AFFILIATED FACILITY shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, and such other items pertaining to the course of instruction by DOANE or agencies, or by both, charged with the responsibilities for accreditation of the curriculum.
- f. AFFILIATED FACILITY shall designate and submit in writing to DOANE for acceptance the professional and academic credentials of a person to be responsible for the course of instruction.
- g. AFFILIATED FACILITY shall immediately notify DOANE in writing of any change or proposed change of the designated supervisor.
- h. AFFILIATED FACILITY acknowledges that student educational records are protected by the Family Education Rights and Privacy Act (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except DOANE. AFFILIATED FACILITY will abide by the provisions of FERPA with respect to any request for student information by any party except DOANE.
- i. AFFILIATED FACILITY shall cover the student under its professional liability insurance policy, as it will have direct supervision of the student.

4. Responsibilities of the Student. DOANE shall require that the student be responsible for:
- a. Sending to AFFILIATED FACILITY biographical data and any additional information required by AFFILIATED FACILITY before the beginning date of the course of instruction;
  - b. Following the administrative policies and procedures of AFFILIATED FACILITY;
  - c. Providing their own transportation and living arrangements;
  - d. Reporting to AFFILIATED FACILITY on time and following all established regulations during the regularly scheduled operating hours of AFFILIATED FACILITY;
  - e. Following all infection control practices while in the facility. Prior to clinical assignment, student must provide to their AFFILIATED FACILITY clinical supervisor documentation of immunizations per current AFFILIATED FACILITY policy, which may change from time to time. Students not meeting the immunization requirements of AFFILIATED FACILITY may not be assigned to AFFILIATED FACILITY;
  - f. Performing the services as outlined by each discipline according to the course/level objectives of the school curriculum. The AFFILIATED FACILITY shall maintain a copy of these role descriptions and of course objectives;
  - g. Obtaining prior written approval of AFFILIATED FACILITY and DOANE before publishing any materials relating to the course of instruction;
  - h. Their own health insurance and all their medical expenses; and
  - i. Completing a background check authorization, when required by AFFILIATED FACILITY.

5. Entire Agreement. This agreement together with all attachments, exhibits, and other writings attached hereto and incorporated herein by reference contains all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied, regarding the subject matter.

6. Applicable Law. This agreement shall be construed in accordance with the laws of the State of Nebraska.

In WITNESS WHEREOF, this Clinical Affiliation Agreement has been executed on behalf of the parties.

**DOANE UNIVERSITY**

\_\_\_\_\_  
**AFFILIATED FACILITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**TO CLINICAL AFFILIATION AGREEMENT**  
**BETWEEN**  
**DOANE UNIVERSITY**  
**AND**

\_\_\_\_\_  
Effective \_\_\_\_\_, 20\_\_

**DOANE UNIVERSITY**  
**Departments/Programs**