|  |  |
| --- | --- |
| C:\Users\evaughn\Pictures\TECH_Logo_Main_Black_RGB.jpg | **CLINICAL AFFILIATION AGREEMENT** |

This Agreement, dated Click here to enter a date. , is by and between Tennessee Technological University ("Tennessee Tech") and Click here to enter text. ("Affiliate"), collectively referred to as “Parties.”

The Parties agree that it is mutually beneficial to provide clinical experience for students enrolled in certain Tennessee Tech programs and further agree to the terms and conditions set out in this Agreement.

## Purpose - The purpose of the Agreement is to provide clinical experience to students enrolled in Tennessee Tech’s Click here to enter text. program.

## The clinical experience location(s) shall be at Click here to enter text., hereinafter referred to as "Facility.”

## The specific experience to be provided to Tennessee Tech students is described as follows: Click here to enter text.

## Terms and Conditions

### The Agreement term shall be for five (5) years commencing upon the date of final signature. At the end of the five-year term, Agreement may be renewed for additional five (5) year periods, with mutual consent of the Parties.

### Either Party may terminate this Agreement upon giving thirty (30) days’ written notice to the other Party. Students receiving clinical experience during the current academic term will not be affected by the termination and may complete their rotation.

### Tennessee Tech will place a mutually agreed upon number of students at the Facility.

### While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of Tennessee Tech and Affiliate. Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger. Tennessee Tech may dismiss students from participation in Tennessee Tech’s program only after the appropriate disciplinary or academic policies and procedures of Tennessee Tech have been followed.

### Consideration consists of the mutual promises contained in the Agreement, and neither party shall expect or receive monetary compensation.

## Specific Responsibilities:

### Choose an item. be responsible for the selection of students to be placed at the Facility.

### Choose an item.provide orientation to the Facility for students beginning clinical experience.

### Choose an item. be responsible for scheduling training activities for students.

### Choose an item. be responsible for supervising students at all times while present at the Facility for clinical experience.

### Choose an item. evaluate the performance of individual students as appropriate.

### Affiliate shall retain complete responsibility for customer service providing adequate supervision of students (and faculty, if applicable) at all times.

### Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected or allowed to perform services in lieu of Affiliate’s employees.

### 8. Affiliate shall provide emergency medical treatment for students and faculty, if needed, for illness or injuries suffered during clinical experience. The individual treated is responsible to pay for his/her treatment.

### 9. Affiliate shall maintain all applicable accreditation requirements and certify such compliance to Tennessee Tech or other entity as requested by Tennessee Tech. Affiliate shall also permit authorities responsible for accreditation of Tennessee Tech’s curriculum to inspect Affiliate's clinical facilities and services as necessary.

### 10. To the extent allowed by federal law, Tennessee Tech shall provide health records of students and faculty upon request by Affiliate.

### 11. Tennessee Tech shall establish a procedure for notifying Affiliate if a student or faculty is unable to report for clinical training.

### 12. Tennessee Tech shall provide evidence of appropriate forms of liability insurance coverage from individual students and faculty/staff participating in the experience.

### 13. Criminal Background Checks

#### If Affiliate requires criminal background checks for students, Tennessee Tech shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students are responsible for making timely arrangements for the background check and for paying all costs associated with such checks.

#### If Affiliate requires criminal background checks for Tennessee Tech faculty or staff, Tennessee Tech shall arrange for the background check, pay all costs associated with the check and provide the results to Affiliate.

#### Affiliate shall set the eligibility standards for participation and 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 notify that individual and Tennessee Tech. Tennessee Tech shall take steps to ensure that this individual does not participate in Affiliate’s clinical program.

#### If a University faculty/staff member is also an employee of Affiliate or is an employee at another clinical site for Tennessee Tech, 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 Tennessee Tech’s program 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 program and if the results of the background check are archived by the background check agency.

#### Tennessee Tech shall inform its faculty/staff members who are 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.

## General Terms.

### Each Party shall comply with all federal and state laws, advice, rules and regulations which are applicable to the performance of this Agreement, including but not limited to:

#### 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 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.

### The Parties shall treat students as trainees who have no expectation of receiving compensation or future employment from Affiliate or Tennessee Tech. Any courtesy appointments to faculty or staff by either Party shall be without the individual’s entitlement to compensation or benefits from the appointing Party.

### No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement. Affiliate shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

### To the extent applicable, the parties agree to protect the privacy of all student education records to the full extent required of Tennessee Tech by the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

### Neither Party is 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.

### The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. The Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes and determine claims against Tennessee Tech or the State of Tennessee related to this Agreement.

### The laws of the State of Tennessee, without regard to its choice of law principles, shall govern this Agreement.

### Either party’s delay or failure of performance 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 is immediate termination.

### This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties.

### Tennessee Tech is not bound by this Agreement until it is executed by Tennessee Tech’s authorized official(s). The individual signing on behalf of Affiliate represents s/he is authorized to enter into this Agreement on behalf of Affiliate. The parties agree that the Agreement may be executed in counterparts, executed electronically, and transmitted electronically.

### If any provision of this Agreement is held invalid, the surviving provisions will remain enforceable.

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

|  |  |
| --- | --- |
| **TENNESSEE TECHNOLOGICAL UNIVERSITY:**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Claire Stinson  Vice President for Planning & Finance  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **AFFILIATE:**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |