



CLINICAL AFFILIATION AGREEMENT

between

PURDUE UNIVERSITY and [FACILITY]

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of [DATE] (“Effective Date”) by and between The Trustees of Purdue University (“Purdue”) and [FACILITY NAME] located in [CITY, STATE] (“Facility”). Purdue and Facility may also each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students at Purdue.

WHEREAS, Purdue desires to engage Facility to provide practical learning and clinical experiences to students (“Student” or “Students”) enrolled in the [PROGRAM NAME] academic program(s), under the supervision of a qualified clinician or other Facility health professional.

WHEREAS, Facility and its professionals desire to partner with Purdue to provide Purdue students enrolled in the Programs with a professional or clinical education experience at Facility’s location(s), as set forth in Exhibit A and individually and collectively referred to as Facility; and

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

ARTICLE 1 - PURDUE’S RESPONSIBILITIES

- 1.1. Identify students for placement at the Facility. Purdue will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior. Purdue shall assign to Facility only those students who have satisfactorily completed the prerequisite portions of the Program’s curriculum.
- 1.2. Designation of Liaison to Facility. Purdue will designate a “Purdue Liaison” to coordinate Purdue student placements and serve as liaison to Facility. The Purdue Liaison will serve as the supervisor of the Students at Facility for the clinical experience. The Purdue Liaison will provide instruction to Facility with respect to Purdue’s expectations regarding assessment of Purdue’s Students at the Facility.
- 1.3. Curriculum. Purdue will retain ultimate responsibility for the education and assessment of its students. Purdue’s Liaison to Facility will be responsible for educational assessments.

1.4. Notifications to Students.

- 1.4.1. Purdue further agrees to notify each Student, prior to such Student's Rotation, that Student is required to complete any orientation program or onboarding requirements for Facility.
- 1.4.2. Direct its Students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of Facility. In addition, University agrees that a Student's breach of Facility's policies concerning confidentiality shall be grounds for student discipline by Purdue, including dismissal from the educational program and/or removal from Facility.
- 1.4.3. To instruct Students that they are responsible:
- a. To follow policies and procedures of Facility throughout the clinical experience.
 - b. To provide health records upon request by Facility. Typical requests include proof of Immunization tests, including MMR, PPD and Hepatitis B and/or Hepatitis declination form.
 - c. To obtain, if required by Facility, a criminal background check that meets the Facility's requirements and to provide a copy of the results of the background check to the University and Facility.
 - d. To undergo a drug test or similar screening test pursuant to Facility's policies and practices.

ARTICLE 2 – FACILITY'S RESPONSIBILITIES

2.1 Facility Environment. Facility will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Facility will provide students and faculty with access to appropriate resources for student education including: a) clients at Facility facilities in an appropriately supervised environment, in which the students can complete Purdue's curriculum; b) student security badges or other means of secure access when necessary; and c) any other necessary resources.

2.2 Designation of Facility Liaison. Facility shall designate a "Facility Liaison" to coordinate Student placements for Facility and to serve as liaison to Purdue.

2.3 Patient Care; Supervision of Students. While at the Facility, Students will not replace Facility staff and will not render service except as delineated in the jointly planned educational experiences. Facility will retain full authority and responsibility for client or consumer care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Facility's facilities, Students will have the status of trainees, will not replace Facility staff and are not to render unsupervised client care and/or services. All services rendered by Students must have educational value and meet the goals of the educational program. Facility and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of education.

2.4 Emergency Treatment of Students. Facility personnel shall either provide for or summon emergency care should such care be needed by a Student for any accident, injury, or illness to the Student. Facility may bill the health insurance of the Student for any medical services at Facility's discretion.

2.5 Evaluation of Students. Designated agents of Facility shall evaluate the performance of Students in the clinical setting and shall provide such evaluation information at the request of Purdue.

2.6 Removal of Students. Facility shall have the right to remove or deny Facility access to any Student, who, in the sole discretion of Facility, may have a detrimental effect on Facility personnel or the care of Facility clients. Facility shall immediately report such action in writing to the Purdue Liaison.

2.7 Access to Facility. Facility shall provide access to representatives from Purdue at reasonable times and with reasonable advance notice.

2.8 Accreditation Requirements. Facility shall maintain all applicable accreditation requirements and certify such compliance to Purdue or other entity as requested by Purdue.

ARTICLE 3 - JOINT RESPONSIBILITIES

3.1 Number of Students. The Parties shall agree in advance on the number of students assigned to the Facility for any academic term.

3.2 Liaisons. Each Party shall supply the other Party with the name of their Liaison along with the person's professional and academic credentials. Each Party shall promptly notify the other in writing of any change of the person appointed. Purdue will disclose information from a student's educational record, as appropriate, to personnel at Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. Facility agrees that its personnel will use such information only in furtherance of the Program, and that the

information shall only be disclosed to third parties in accordance with the Family Educational Rights and Privacy Act.

3.3 Notice. Any notice required under this Agreement shall be given in writing and sent via registered or certified mail, postage pre-paid, return receipt requested, or by a nationally recognized overnight courier service to the address provided below. Either Party may change the notification addresses listed by providing written notice.

For Purdue:

Purdue University Office of Legal Counsel
Hovde Hall of Administration
610 Purdue Mall
West Lafayette, IN 47907-2040

For Facility:

Facility Name
Facility Address
Facility Notice Contact

3.4 Additional Information. The parties may include additional information about the educational program on Exhibit B, attached hereto.

3.5 Each Party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.

3.6 The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal 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 age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.

Facility agrees that it is Facility's duty to investigate all complaints of sexual misconduct related to the clinical experience at Facility, to report to Purdue receipt of any complaint involving a Purdue student or employee, and to cooperate with Purdue on any appropriate measures the parties deems necessary.

3.7 Public Statements. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

3.8 Insurance. The Parties shall carry the following insurance coverages at all times during the Term of the Agreement:

Purdue Medical Professional Liability. If the experience is related to one of the health care provider professions listed in I.C. 34-18-2-14, as amended from time to time, Purdue shall maintain a policy of professional liability insurance for Students with coverage in amounts necessary to comply with The Indiana Medical Malpractice Act (“Act”), I.C. 34-18 et seq., as amended. Purdue may elect to require Students to carry the required professional liability insurance. Purdue’s obligation under this paragraph shall be no greater than that provided for in its insurance coverage, which, for example, does not cover claims arising out of or related to intentional misconduct or gross negligence.

Facility Insurance Requirements. Facility shall maintain: (i) general liability insurance of one million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) in the aggregate; (ii) workers’ compensation insurance in accordance with the laws of the state in which Facility operates its clinical site(s), (iii) employer's liability in the amount of one million dollars (\$1,000,000); and (iv) a policy of professional liability insurance of at least \$3,000,000.

The Parties shall furnish the relevant certificates of insurance evidencing the coverages required under this Agreement upon request after execution of this Agreement.

The Parties acknowledge that professional liability insurance may not be required for those students that will not have patient contact. Facility shall make the final determination whether professional liability insurance is necessary for a particular educational program.

3.9 Facility may immediately remove from the premises any Student who is a direct threat to the health or safety of the Facility, its employees, or its clients. Facility retains the right to suspend or terminate any Student’s participation at the Facility. The Facility will immediately notify the appropriate office of Purdue if such an action is required and the reasons for such action. Purdue may terminate a Student’s participation when, in its sole discretion, it determines that further participation by the Student would no longer be appropriate. Purdue will notify the Facility if such action is required.

ARTICLE 4 - EFFECTIVE DATE, TERMINATION, AND MODIFICATION

4.1 Effective Date. This Agreement shall begin on the Effective Date and shall remain in full force and effect for a period of five (5) years. The Agreement shall automatically renew for additional one-year terms. The Agreement may be terminated by either Party upon ninety (90) days’ written notice of the Party’s intention to terminate. All Students assigned to the experience site at the time of termination shall be permitted to complete the current assignment. For an

Agreement renewal after the term of five (5) years, a Party must submit in writing the desire to renew the Agreement in an amendment or addendum format.

4.2 Modification. This Agreement may not be modified, amended, suspended or terminated except by written agreement of the Parties.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 Indemnification. Each Party shall be responsible for its own acts and omissions and the acts and omissions of its respective employees and agents, to the extent authorized by law. Students participating under this Agreement are not considered employees or agents of Purdue, and Purdue assumes no liability for their acts or omissions. Nothing in this Agreement shall be construed as an indemnification by Purdue University of the other Party or of any Student. Purdue's liability shall be governed by the Indiana Tort Claims Act, Indiana Code § 34-13-3, as amended and other applicable laws. The terms of this Section 0 shall survive expiration or termination of this Agreement.

5.2 Employment Disclaimer. The Students participating in the program will not be considered employees or agents of Facility or Purdue for any purpose. Students will not be entitled to receive any benefits of employment from Facility or Purdue, including but not limited to, health care or workers' compensation benefits, vacation, or sick time. Facility will not be required to purchase any form of insurance for the benefit or protection of any Student of Purdue.

5.3 No Agency Relationship Between the Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties. Neither Party shall have the right or authority, nor shall it hold itself out to have the right or authority, to bind the other Party; nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

5.4 Notification of Claims. If either Party becomes aware of a claim or threatened claim involving the other Party and related to this Agreement, the Party with knowledge of the claim or threatened claim shall inform the other Party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

5.5 Compliance with Applicable Law. Facility agrees to comply with the Family Educational Rights and Privacy Act of 1974, as amended, governing the privacy of student educational records. Purdue shall direct Students to comply with the policies and procedures of Facility, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5.6 Intellectual Property Rights. Any intellectual property rights owned by a Party before the date of this Agreement and during the term of this Agreement will remain the property of that Party. Nothing contained in this Agreement will affect the absolute ownership rights of any Party in such Party's intellectual property rights. Any intellectual property developed by a Student while at the Facility shall remain the property of that Student.

5.7 Assignment and Severability. Neither Party will assign this Agreement without the prior written consent of the other. The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

5.8. Governmental Immunity. Purdue is a public entity entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by Purdue of its governmental immunity or of its state governmental immunity; an express or implied acceptance by Purdue of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by Purdue of a debt, contract, or liability of the HOST.

5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed amendment or agreement.

5.10 Governing Law. This agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

Facility Name

Purdue University

By:

By:

Printed:

Ken L. Sandel

Title:

Associate Vice President
Sponsored Program Services

Date:

Date:

Approved by Office of Legal Counsel

Exhibit A

Facility Locations

Facility Address

Exhibit B

Additional Educational Program Information

(If not applicable, please mark N/A)