# Healthcare Clinicals Standard Facility Agreement Example

# District Name

This Affiliation Agreement (“Agreement”) shall be effective XX-XX-XXXX (the “Effective Date”). The parties to this Agreement are \*\*\*\*\*\* District, (“School”), and (“Facility”) listed below.

# Facility:

**Address:**

This Agreement becomes effective when signed by both parties.

# The parties agree:

* 1. District desires to provide Clinicals for students enrolled in the Healthcare Programs.
  2. The Healthcare Programs will assist staff with basic care needs following the Healthcare Programs Scope of Practices.
  3. Facility has the facilities and personnel to provide clinicals with hands-on training and experience.
  4. The parties agree to promote quality education and to seek to render the best service possible to the public.
  5. This agreement, its validity, performance, and all other questions, arising hereunder shall be governed and determined by the respective Governing Boards and the laws of the state that District, the educational institution, and the Facility in which the clinical is being conducted are located.
  6. Each party shall pay all of its own costs associated with its participation in the clinical experience programs. No monetary compensation shall be exchanged under this agreement and there shall be no charge for use of the Facility or participation by personnel pursuant to this agreement.
  7. The parties mutually agree that the relationship to exist between District and the Facility is not a joint venture but is an independent contract relationship and that neither shall be the agent of the other. The parties agree to promote quality education and patient care and to seek to render the best service possible to the public. Shared performance between Facility professional staff and students shall be encouraged as available during the clinical experience. Publication of any materials, resulting from participation of any of the students under this Agreement, shall require written mutual consent or approval from both parties to this Agreement.
  8. The parties will comply with all applicable federal or state statutes or regulations pertaining to the confidentiality of student, employee and volunteer records and other private information. No party shall use or disclose any information about any student intern for any purpose other than the performance of this Agreement without the prior consent of the student intern or his/her representative.
  9. This Agreement will be interpreted and governed by the law of the state of Arizona.

# District’s rights and responsibilities:

* 1. District has the right to select learning experiences for student interns with input from Facility.
  2. District has the right, with Facility’s approval, to assign and transfer a student intern from one department to another to provide the student intern a better of more meaningful experience.
  3. The number of students that District assigns will not exceed the Facility’s capacity.
  4. District will comply with, and require that all student interns comply with, any Facility rules, regulations and policies
  5. District hereby expressly agrees to comply with, and require that all Participants comply with any Facility rules, regulations and policies implementing Health Insurance Portability and Accountability Act of 1996, Pub.L.No-191 (“HIPPA”) requirements whether now or hereafter existing.
  6. All participants shall meet all applicable health standards as established by any applicable governmental authority and implemented by the Facility for each clinical area. The Facility shall have the right to terminate the Clinical experience of any participants when the health status of those participants is detrimental to the health and/or safety of the Facility patients or staff as determined by the Facility.

Health standards include without limitation: 1) proof of immunity or immunization to varicella; 2) proof of immunity or immunization to measles, mumps and rubella; 3) annual TB screen; 4) if the nature of the Clinical gives the participants potential exposure to blood and/or bodily fluids, then Hepatitis B vaccination series, or signature by individual on a waiver declining the series is required; 5) Tetanus- Diphtheria within ten (10) years; 6) negative drug screen results.

* 1. The welfare, control, discipline, and activities of all student interns shall be the sole responsibility of District. To that end, District shall make and enforce uniform and adequate provisions in accordance with its policies. Provisions for transportation shall be the responsibility of the student interns in conformity with District policies. District will be responsible for tuition where applicable.
  2. District shall be responsible for advising the student interns of their obligations under this Agreement, which shall include but not be limited to:
     1. Complying with the administrative policies, standards, practices, parking rules and other regulations in effect at the Facility that clinical students receive notification of during the orientation;
     2. Wearing clean and appropriate clothing (no jeans, shorts, sleeveless shirts, false nails, or facial jewelry), and shoes that are enclosed;
     3. Reporting to the Facility on time;
     4. Conforming to the standards and practices established by District while training at the Facility, to the extent that those standards and practices do not conflict with those of Facility**;**
     5. Carrying photo ID with them at all times and presenting it to Facility personnel upon request.
  3. District agrees to indemnify and save harmless, Facility against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against the Facility because of bodily injury, death or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of District, its employees, students, or agents.
  4. Under A.R.S.§ 38-511, District, a political subdivision of the state, may cancel this Agreement within three years after its execution without penalty or further obligation if any person significantly negotiating, securing, drafting or creating the Agreement on behalf of Institution is or becomes an employee or agent of Facility in any capacity.

# Facility’s rights and responsibilities:

* 1. Facility will provide clinical observations/training opportunities for student assigned by District.
  2. Facility will coordinate with District instructors to arrange the student clinical schedules. District will have first right of refusal with respect to available dates and times for clinicals.
  3. Facility shall be responsible for developing and maintaining services to all of its patients including those patients involved in any Clinical, and the Facility will at all times provide an adequate, competent staff to be responsible for these services and they will not be performed by students except as they relate to the Clinical experience.
  4. To the fullest extent permitted by law, Facility agrees to indemnify and save harmless District against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against District because of bodily injury, death or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of the Facility, its employees or agents.
  5. Facility shall procure and maintain, during the terms of this Agreement, a commercial general liability policy with limits of at least $2,000,000 in the aggregate.

# Contract Maintenance

* 1. Each party shall be responsible for maintaining its accreditation, licensing and credentials, and those of its respective personnel and student and to provide evidence of such to the other party upon written request. Each party shall be responsible for notifying the other of any loss or reduction in its accreditation, licensing or credentials.
  2. The term of the Agreement is one year and shall renew automatically annually, unless a party objects to such renewal in writing at least sixty (60) days before the end of the initial term. Either party may terminate this Agreement, with or without cause, by giving the other party at least sixty (60) days written notice of termination prior to the commencement of the next succeeding semester of school term.
  3. A certificate of insurance shall be furnished to District upon request, which states that the above coverage is in force, and will continue in force throughout the term of the agreement.

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| **District Name** |  | **(FACILITY NAME)** |
|  |  |  |
| Superintendent Contact Name |  | Contact Name |
| Signature Date signed |  | Signature Date signed |
| Title |  | Title |
| Email |  | Email |