

# **Affiliation Agreement for the Experiential Education of Students from the Marshall University College of Health Professions School of Physical Therapy**

This Affiliation Agreement is made and entered into by and between Marshall University College of Health Professions on behalf of its School of Physical Therapy, a state of West Virginia institution of higher education hereinafter called the UNIVERSITY and \_\_\_\_\_, hereinafter called the FACILITY.

WHEREAS, the UNIVERSITY is principally located at 1 John Marshall Drive, Huntington, West Virginia, 25755 and

WHEREAS, the FACILITY is principally located at \_\_\_\_\_ has the facilities, equipment, personnel, and services to provide experiential experiences.

WHEREAS, the parties desire to advance physical therapy education, and improve the quality of health care to patients in the Appalachian region, the state, and the nation; and

WHEREAS, it is deemed advisable and in the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives.

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

## **ARTICLE 1 TERM**

The original term of this Agreement is from \_\_\_\_\_ through \_\_\_\_\_. Thereafter, this Agreement shall automatically renew on an annual basis (unless this Agreement is terminated as set forth below) without need of a written amendment to extend the term.

Either party may terminate the this Agreement at any time with or without cause by giving the other party ninety (90) days written notice to terminate; however, students assigned at FACILITY when termination notice is given shall be permitted to complete their current rotation at UNIVERSITY's option.

## **ARTICLE 2 RESPONSIBILITIES OF THE PARTIES**

FACILITY will:

- i. Allow the use of its facilities for the education and training of physical therapy students who will be under the supervision of preceptors who possess valid licenses issued by the Board of Physical therapy in the state where they practice the profession of physical therapy, if applicable.

- ii. Provide access for the faculty and students to patients and their medical records at FACILITY as part of their clinical training program, unless the patient requests to be excluded from the teaching programs.
- iii. Cooperate with the UNIVERSITY for the development of rotations and the components thereof.
- iv. Notify the UNIVERSITY immediately of any change in the status of accreditation or licensure.
- v. Acknowledge and agree that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by Facility and/or provided by the University to Facility is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, Facility agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of the University and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. Facility also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as an University official with a legitimate educational interest in the educational records of the Student(s) who participate in the Program to the extent that access to the records is required by Facility to carry out the Program.  
If Facility receives a court order, subpoena, or similar request for Student Information, Facility shall, to the extent permitted by law, notify the University within two (2) business days of its receipt thereof, and reasonably cooperate with the University in meeting the University's and/or Facility's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.
- vi. May request the removal of any student whom the FACILITY determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why FACILITY desires to have the student removed. Provided that; the FACILITY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of physical therapy services, or for unprofessional behavior. The FACILITY will notify the appropriate office of the UNIVERSITY, in writing, if such an action is required and include a statement of the reason or reasons why FACILITY removed the student. The UNIVERSITY may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The UNIVERSITY will notify the FACILITY if such action is required.
- vii. Maintain professional liability insurance for its physical therapists who will precept students from the UNIVERSITY and for University Faculty and students during the term of this Agreement and any extensions thereof:

- a. General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and a aggregate in the amount of Three Million Dollars (\$3,000,000).
  - b. Professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim on a claims-made basis and a aggregate in the amount of Three Million Dollars (\$3,000,000).
- viii. Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of FACILITY.
- ix. Maintain authority and responsibility for care given to FACILITY's patients.
- x. Not be required to provide student with transportation.
- xi. The FACILITY will not discriminate against any employee, applicant or student participating in this program on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression or any other basis protected by law.
- xii. Not compensate students for their time or activities while participating in any educational activities.
- xiii. Appoint a member of FACILITY's staff as the primary contact person to work with the UNIVERSITY in performance of this Agreement.
- xiv. Encourage its staff to participate in the educational activities of the UNIVERSITY.
- xv. Participate, if requested by either party, in any annual program review activities of the UNIVERSITY, which are directed toward continuing improvement of experiential education.
- xvi. Provide orientation to the students of the UNIVERSITY, including FACILITIES relevant policies, procedures and local laws.
- xvii. Evaluate and assess the performance of the student using the objectives and tools provided by the UNIVERSITY.

The UNIVERSITY will:

- i. Identify students that have completed academics appropriate to the level of training prior to assignment to the supervised experience. The Distance Internship Coordinator/course instructor

for the department shall oversee the assignment of its students with mutual agreement of and advance notice to the FACILITY. Provided that, placement shall be limited to ten students from an individual academic program placed simultaneously at FACILITY.

- ii. Inform the student and faculty of the requirement to comply with the FACILITY's policies and procedures while in attendance at the FACILITY.
- iii. Prepare the student through the faculty and curriculum in order that they are able to benefit from their placement in the FACILITY.
- iv. Prepare the student through the faculty and curriculum that they understand the importance of confidentiality and the importance of complying with the Health Insurance and Portability Accountability Act (HIPAA).
- v. Maintain for faculty and students during the term of this Agreement and any extensions thereof:
  - a. General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
  - b. Professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim on an occurrence basis.
- vi. UNIVERSITY will be responsible for planning and execution of educational program and curriculum.
- vii. No student, faculty or instructor is to be an agent, employee or servant of the FACILITY but shall be considered an invitee.
- viii. Each student will be responsible for his/her room and board fees, travel expenses; transportation costs; and all other necessary living expenses.

### **ARTICLE 3 LICENSURE AND CERTIFICATION**

The UNIVERSITY will provide proof of current physical therapy licensure and certification of the faculty that have a relationship with the FACILITY upon request.

### **ARTICLE 4 CONFIDENTIALITY**

In the course of educating students in an experiential environment, both the UNIVERSITY and FACILITY may receive information, data, and materials relating to each other's personnel, methods and techniques, financial condition, customers, pricing, and marketing, which parties agree is confidential

information. The UNIVERSITY and FACILITY agree not to disclose confidential information to any third party.

**ARTICLE 5  
VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to choice of law principles. The exclusive venue for disputes between the parties arising from or related to this Agreement shall be those courts of the State of West Virginia located in Cabell County, West Virginia.

**ARTICLE 6  
ASSIGNMENT**

This Agreement and the rights and obligations hereunder may not be assigned by either party without the written consent of the other.

**ARTICLE 7  
SEVERABILITY**

The provisions of this Agreement shall be considered severable such that if any provision hereof is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement is intended to supercede all prior agreements.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

Marshall University School of Physical Therapy

Facility

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

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Date