

AFFILIATION AGREEMENT

This Agreement is entered into this ____ day of _____, _____, between _____ School of Surgical Technology and _____ (Clinical Site).

Whereas, _____ operates a Surgical Technology program for qualified students preparing to be Surgical Technologists; and,

Whereas, _____ and the Placement Site have agreed jointly to participate in a program in which _____ students may acquire clinical experience at the facilities of the Placement Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, Therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of _____

- 1.1. The Director, _____, shall design and coordinate a clinical rotation program at the Placement Site, in cooperation with the Administration at the Placement Site.
- 1.2. _____ shall provide to the Placement Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, _____ shall provide the Placement Site with the names of the assigned students.
- 1.3. _____ shall retain responsibility for the administration of the Surgical Technology Program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4. _____ shall require students to observe all rules, regulations, bylaws, and policies of the Placement Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5. _____ shall provide, or ensure that students maintain at all times during their clinical rotation, malpractice insurance for students in amounts required under the laws of the Commonwealth of _____. Upon request, _____ shall provide satisfactory proof of insurance to the Placement Site.
- 1.6. _____ shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.
- 1.7. _____ shall ensure that all students, prior to assignment to the Placement Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by _____ law.

Section 2. Duties of the Placement Site

- 2.1. The Placement Site shall retain responsibility for patient care and services provided within and upon the facilities of the Placement Site.
- 2.2. The Placement Site shall provide orientation to _____ students and, if necessary, _____ faculty regarding the Placement Site's policies and procedures and physical facilities.
- 2.3. The Placement Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4. The Placement Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the School of Surgical Technology.
- 2.5. The Placement Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6. The Placement Site shall cooperate with _____ in formally evaluating students consistent with the educational objectives and procedures established by _____, and shall provide, upon _____ request and within a reasonable time, all reports regarding students and their performance.
- 2.7. The Placement Site shall allow _____ faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1. This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2. Periodically, but at least once per year, the Director, _____ or the Director of the School of Surgical Technology, and the Administration at the Placement Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objectives. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1. It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Surgical Technology Program.
- 4.2. Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3. The Placement Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4. _____ shall be responsible for all obligations imposed by the workers' compensation laws of the Commonwealth of _____ for any injury or disability sustained by _____ faculty by reason of accident or occupational disease, even if sustained on the Placement Site's premises.

4.5. _____ shall ensure that students have, prior to assignment to the Placement Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students and/or _____.

Section 5. Liability of Parties

5.1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between _____ and the Placement Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2. _____ and the Placement Site respectively agree to indemnify and hold harmless the other party from any and all losses, damages, costs and expenses (including attorneys' fees) that are caused by or arise out of any negligent or illegal act of the indemnifying party or its directors, officers, employees, agents or assigns.

5.3. Nothing in this Agreement shall be construed to create an employer/employee relationship between _____ students and the Placement Site.

Section 6. Other Affiliations

6.1. This Agreement shall not create an exclusive arrangement between _____ and the Placement Site. It is agreed that _____ and the Placement Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1. The term of this Agreement shall begin on the date first specified above and shall continue until terminated as herein provided.

7.2. This Agreement may be terminated by either party, with or without cause, by giving one hundred-eighty (180) days prior written notice to the other party. The Placement Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Placement Site have completed their clinical rotation.

7.3. This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
- (b) Either party loses its license or accreditation; or,

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default from the other party.

Section 8. Request for Withdrawal of Student

8.1. The Placement Site has the right to request that _____ withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Placement Site, in accordance with acceptable standards of performance.

8.2. _____ may at any time withdraw any student whose progress, conduct or work does not meet the standards of _____ for continuation in the program.

Section 9. Amendments

9.1. This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2. No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Name of Institute
School of Surgical Technology
Address

By: _____

Title:

By: _____

Title: Program Coordinator/Director,
School of Surgical Technology

Name of Clinical Affiliate
Address

By: _____

Title:

By:

Title: _____
