

## AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”) by and between The University of Tennessee on behalf of its Chattanooga campus, (“University”) and \_\_\_\_\_ (“Facility”). This Agreement shall commence as of the date referenced above and will automatically renew each year unless either party to this Agreement provides a ninety (90) day notice to terminate this Agreement.

Both parties understand and agree that the parties hereto may revise or modify this Agreement by written amendments whenever the same shall be agreed upon by both parties.

1. The Facility and the University hereby mutually agree to the following:
  - a. The purpose of this Agreement shall be to establish an affiliation between the University and the Facility to provide a high quality clinical education experience for students enrolled in the Physical Therapy Program at the University.
  - b. The determination of the number of students, their schedules, and the availability of the Facility shall be made by mutual agreement between the University and the Facility.
  - c. Both parties agree that the clinical education of the student shall complement the service and educational activities of the Facility; however, it is understood that students shall not be used in lieu of professional or staff personnel and shall be under the supervision of a Licensed Physical Therapist and acceptable to the University.
  - d. The University maintains the privilege of visiting the Facility before, after and/or during the clinical education period.
  - e. Each student performs with high standards at all times and complies with all policies and regulations of the appropriate clinical department of the Facility to which he/she is assigned. The Facility and the University will take every reasonable effort to protect patient information. The University shall direct its students to comply with the policies and procedures of the 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 the students' role in relation to the use and disclosure of the Facility's Protected Health Information, the students are defined as members of the Facility's work force as the term is defined by 45 CFR 160.13, when engaged in activities pursuant to this Agreement.

However, the students are not and shall not be considered to be employees of the Facility for any other purpose.

- f. The confidentiality of patient health information and student records shall be maintained at all times and the University shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and Family Educational Rights and Privacy Act (“FERPA”), as well as regulations promulgated thereto.
  - g. The University or Facility may request withdrawal or dismissal of any student whose performance record or conduct does not justify continuance in clinical education at the Facility. Established University policy will be followed in this regard.
  - h. The University and the Facility agree that it shall be the student's responsibility to provide transportation to and from the Facility for the assignment.
  - i. The University and the Facility will make no distinction in the admission of students on the basis of race, color, religion, sex, marital status, parental status, sexual orientation, gender identity, national origin, disability, age, genetic information, veteran status, or any other characteristic protected by federal law.
2. Responsibilities of the Facility:
- a. The director of the physical therapy department at the Facility shall assign the student to a Licensed Physical Therapist at the Facility. The Facility agrees to notify the University of any change in assignment so as to assure continuity in curriculum and instruction.
  - b. The Facility agrees to submit to the University an evaluation of each student's progress based upon his/her performance during the clinical experience. Format for evaluation is established by the University, unless otherwise agreed to by the University.
  - c. The Facility agrees to provide emergency medical treatment and/or first aid for accidents occurring on the premises to students if needed. Such treatments shall be at the expense of the individual treated, as there is no eligibility for worker's compensation
  - d. The Facility agrees to assign each student to a Licensed Physical Therapist with appropriate experience and clinical caseload based on the student's matriculation in the curriculum.
  - e. The Facility agrees, if appropriate, to provide instruction in procedures which are considered specialty areas of Facility and in use of equipment with which the student is not familiar.

- f. The Facility agrees to comply, to the extent applicable to it, with all requirements imposed by or pursuant to Title IX of the education Amendments of 1972 (P.L. 92-318), as amended, 20 U.S.C. S 1681, 1682, 1683 and 1685, and all applicable implementing regulations of the Departments of Health and Human Services and Education, as now or hereafter amended, (45 C.F.R. Part 86) to the end that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
  - g. The Facility hereby warrants that it is in compliance with all laws and regulations governing the practice of physical therapy.
3. Responsibilities of the University:
- a. The University shall designate a faculty member to coordinate all aspects of clinical education experiences, scheduling students with the Facility, provide course information and objectives, visit the Facility as needed, and assist in resolving issues, which may arise.
  - b. The University shall send to the Facility only those students who are prepared for clinical education and who pledge to abide by the Code of Ethics of the American Physical Therapy Association.
  - c. The University shall notify the Facility if students have medical problems and/or physical disabilities which require reasonable accommodation.
  - d. The University shall make available to its students informational materials in regard to learning experiences that can be provided by the Facility.
  - e. The University shall provide the Facility with a summary of the students' education and clinical experience.
  - f. The University shall provide the clinical education curriculum for its students at the Facility.
  - g. The University shall notify the Facility of the clinical education start and end dates. The University shall direct the student to contact the Facility to determine first day reporting procedures.
  - h. The University shall make a copy of this Agreement available to each student participating in the program.

- i. The University agrees to send the Facility only those students who have health insurance and are certified in cardiopulmonary resuscitation.
- j. The University shall provide a certificate describing the professional liability insurance for students. The liability of all University faculty, as well as the liability of the University as an entity, is subject to the provisions of the Claims Commission Act, Tennessee Code Annotated 9-8-301 et seq.
- k. The University shall provide health records of students (and faculty, if applicable) upon request by the Facility.
- l. The University acknowledges that all students admitted to the University are required to submit to a criminal background check prior to matriculation at the University.

Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

Facility: <hr/>	University of Tennessee on behalf of its Chattanooga campus
<hr/> (Signature)	<hr/> Tyler S. Forrest, Vice Chancellor for Finance and Administration
<hr/> (Name and Title)	Date: <hr/>
Date:	<hr/> Carolyn B. Padalino, Director of Clinical Education Physical Therapy Program