

CLINICAL AFFILIATION AGREEMENT

UNIVERSITY OF SOUTHERN MAINE

and

This Agreement made and effective this _____ day of _____ 2009 by and between _____ and UNIVERSITY OF MAINE SYSTEM, acting through University of Southern Maine, shall be for the purpose of establishing a clinical experience within the educational program.

The College of Nursing and Health Professions (CONHP) at the University offers programs leading to a bachelor of science in sports medicine. Three majors are available: athletic training, health fitness, and exercise physiology. These programs offer students the opportunity to gain clinical experience. Upon completion of the curriculum, the undergraduate athletic training major will be eligible to challenge the Board of Certification (BOC) examination of the National Athletic Trainers' Association (NATA). The health fitness major will be eligible to challenge the Health Fitness Instructor certification examination administered under the auspices of the American College of Sports Medicine (ACSM). Also aligned with the ACSM, the exercise physiology major, upon completion of the curriculum, will be prepared to challenge the Exercise Specialist certification examination administered through the ACSM.

This agreement applies to the following programs: athletic training, health fitness, and exercise physiology.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the parties hereto agree as follows:

1. THE FACILITY AGREES TO:

1. Plan cooperatively with University faculty so that the students' clinical learning experiences are designed to achieve those educational purposes as determined by the faculty.
2. Comply with all regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids, including providing to students the same testing and counseling provided to the Facility's employees. The student is responsible for the cost of the testing and counseling.
3. Assume responsibility for the orientation of the students and faculty to rules, regulations, policies and procedures of the Facility insofar as they pertain to the

activities of the students while participating in the Program.

4. Provide for the ongoing coordination of the students' learning experiences at the Facility through the person of the _____ or her/his designee.
5. Make available to the students and the faculty of the University clinical learning resources, facilities and opportunities for clinical learning experiences in specific subject matters and at fixed times, and to a designated number of students, all agreed upon in writing in advance.
6. Provide agreed upon space for the use of faculty and student conferences to the extent that space is available.
7. Allow the University to list the Facility in its catalogs, student recruitment efforts, etc.
8. Provide initial emergency care, if available, for students who are injured or become ill while on duty in an assignment at the Facility, and notify the Director of Exercise, Health, and Sport Sciences Programs, or his designee, of such injury or illness. It is understood that students (or their parents or guardians as the case may be) shall be responsible for their own medical expenses, whether incurred at the Facility or elsewhere.
9. Indemnify and hold the University harmless from any and all expenses, claims, lawsuits and judgments which the University may become liable to pay or defend as the result of the negligent acts or omissions of the Facility, its directors, trustees, officers, employees agents and volunteers or of a University student acting at the direction of the Facility, its directors, trustees, officers, employees, agents or volunteers, arising out of or in connection with their participating in the program at the Facility pursuant to this Agreement.
10. The Facility agrees to maintain, and on request to furnish proof of, commercial general liability insurance in an amount of coverage of not less than \$1,000,000 per occurrence, insuring against the negligent acts or omissions of the Facility, its directors, trustees, officers, employees, agents or volunteers participating in the program at the Facility.
11. The Facility agrees to maintain records and reports required by the University for conducting the educational program. The Facility agrees to implement and maintain reasonable safeguards to protect the security and confidentiality of students records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information that could result in substantial harm or inconvenience to the student.

2. THE UNIVERSITY AGREES TO:

1. Conduct the Program in accordance with the philosophy and policies of the University, the Facility and other associations affecting this Program.
2. Provide for the ongoing coordination of the Students' learning experiences at the Facility through the Director of Exercise, Health, and Sport Sciences Program, his designee or an on site faculty member.
3. Explain the philosophy and purposes of the Program to the Facility.
4. Furnish the Facility with the clinical objectives, the required student curriculum and names of students receiving clinical instruction.
5. Describe to the Facility the criteria for the selection of clinical learning experiences for students.
6. Plan and evaluate cooperatively with the Facility students' learning experiences at the Facility.
7. Arrange cooperatively for the orientation of students to the clinical area at the Facility, and encourage in the student's appropriate attitudes and relationships as members of the Facility in order to engender a cooperative spirit.
8. Accord the facility the right to suspend or terminate the affiliation of any student for reasons of unsatisfactory performance, a medical condition which renders the student unable to perform Program requirements, or other reasonable causes. Any action which may result in suspension or termination will not take effect until a University representative and a Facility representative have discussed the situation and have come to an agreement on the appropriate action to be taken. This does not limit the right of the Facility in its sole discretion on any specific occasion to deny the privilege of practice or participation in the Program at the Facility when in the considered opinion of the Facility, it is in the best interest of its clients to do so.
9. The University agrees to indemnify and hold the Facility harmless from and against any and all claims, actions, lawsuits, judgements and costs, including reasonable attorney's fees, that the Facility may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the University, its employees or students, except for a University student acting at the direction of the Facility, its directors, trustees, officers, employees, agents, or volunteers, arising out of or in connection with the University's participating in the Program at the Facility pursuant to this Agreement, PROVIDED that any liability of the University under this Agreement shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

10. The University agrees to maintain, and on request to furnish proof of commercial general liability insurance in an amount of coverage of not less than \$1,000,000 per occurrence, insuring against the negligent acts or omissions of University students or faculty participating in the Program at the Facility pursuant to this Agreement.
 11. Upon written request, the University agrees to submit documentation evidencing current certification of basic CPR skills for all students participating at the Facility under this Agreement.
3. BOTH PARTIES AGREE:
1. University and the Facility shall communicate at least once during each educational affiliation to discuss issues of mutual concern. Onsite visits will be arranged as the situation warrants.
 2. Students and University faculty shall not be classified as employees of the Facility, and shall not be entitled to any payment from the Facility in the nature of benefits under the Maine Worker's Compensation Act for any accident, illness, occurrence or event occurring in or relating to the Facility and arising out of the Program or for any other purpose.
 3. Students shall not receive any compensation from the Facility for their participation in the Program. Nothing in this Agreement shall preclude receipt by the Facility of compensation from any person for any service performed by a student in the Program. It is intended that for all purposes the students shall be students of the University and not employees of the Facility or the University.
 4. At no time shall either party discriminate against students on the grounds of race, color, religion, sex, sexual orientation including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The University encourages the Facility in the employment of individuals with disabilities.
 5. Both parties agree to be responsible for their own equipment used in the activities of the program.
 6. This Agreement may be terminated by the mutual assent of both parties or by either party upon ninety (90) days written notice to the other party. In the event of termination of this Agreement as specified above, the University shall have the right to complete the clinical affiliation for those students presently enrolled in the program.

7. This Agreement shall be subject to change after discussion and due consideration by both parties with their mutual consent. Any such change must be stated in writing and signed by both parties prior to being enforceable.

FACILITY _____

By: _____
Signature Date
Name: *(please print)*
Title:
Address:

UNIVERSITY OF MAINE SYSTEM

By: _____
Judith A. Spross, PhD, RN, AOCN, FAAN
Acting Dean and Professor
College of Nursing and Health Professions
University of Southern Maine
Date