ACADEMIC Affiliation Agreement

THIS ACADEMIC AFFILIATION AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020 (the “Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “School”), and HealthPRO Heritage, LLC (the “Facility”).

WHEREAS, School offers a degree program and/or other educational and training program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Therapy (the “Department”); and

WHEREAS, School desires to provide students in such programs (the “Students”) clinical learning experiencesandFacility is willing and able to function as a clinical site for the Students.

NOW THEREFORE, School and Facility hereby agree as follows:

1. General Understandings.
   1. The clinical education experiences to be provided hereunder shall be of such content, and cover such periods of time, as may be mutually agreed upon from time to time between School and Facility. The starting and ending dates for each experience shall be agreed upon before the program begins, but will be subject to the final approval of Facility.
   2. The number of Students designated for participation in a clinical education experience shall be determined by mutual agreement of School and Facility, and may at any time be altered by mutual agreement. All Student participants must be acceptable to both parties, and either party may withdraw any Student from a program based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the program for the Student to continue.
2. Obligations of School.
   1. Clinical Program. School shall be responsible for the development, implementation, and operation of the clinical component of its educational programs offered and conducted at the Facility pursuant to this Agreement (“Program”). Such responsibilities of School include the following:

(a) assign to the Facility only those Students who have satisfactorily completed the prerequisites for clinical experience;

(b) provide practical instruction to the Students prior to their clinical assignments at the Facility;

(c) determine by mutual consent of the Facility and the Department the dates and times for student placement and require each Department to provide the Facility with the names of students proposed to be assigned to the Facility;

(d) acquaint Facility personnel with the overall objectives of the Department and provide the appropriate educational objectives and documents for clinical experiences to Facility;

(e) insure that each Student has had a current PPD skin test, agrees to a background check, and has provided any additional information related to health that could affect patient care; and

(f) insure that each Student and School faculty member has appropriate health insurance or has made suitable arrangements to provide for his or her personal health care expenses.

* 1. Facility Rules and Regulations. School shall require its Students and any faculty participating in the Program at the Facility to be subject to the Facility’s generally applicable rules, regulations and policies.
  2. Student Statements. Facility and School agree that they shall refrain from disclosing the Student’s educational records except with the Student’s consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. School agrees to have the Student complete the appropriate consent forms for the exchange/disclosure of educational records and medical records reference in this Agreement.
  3. Dress Code; Identification. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility. School shall require Students to wear and/or display such nametags or other identification as Facility may reasonably require.
  4. OSHA Blood Borne Pathogen Regulations: School shall ensure that, when appropriate, students are trained in compliance with OSHA Blood-Borne Pathogen Regulations.
  5. HIPAA Privacy Regulations: School shall ensure that students are trained in compliance with basic training regarding confidentiality of protected health information under the HIPAA Privacy Regulations.
  6. Performance of Services. If applicable, any faculty or professional staff provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Facility. School and all Students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time.
  7. Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its students and employees. In addition, School shall maintain excess coverage of at least $5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility shall have a right to terminate this Agreement in the event of changes in School’s insurance that are unacceptable.

1. Responsibilities of Facility.
   1. General Participation. Facility shall accept the Students assigned to the Program by School and provide general orientation of all Students to the Facility. Facility shall provide learning opportunities for the Students, who shall be supervised by Facility personnel, to observe and assist in various aspects of professional practice. Facility shall make a reasonable effort to coordinate the School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.
   2. Liaison. The Facility shall assign a staff representative as liaison between the Facility and the applicable Department within School. As appropriate, Facility shall appoint a qualified Facility employee who will be responsible for directing and coordinating the experiences of the Students at the Facility.
   3. Evaluation; Reports. Using the forms provided by School, the Facility shall assist School in the evaluation of each Student’s performance in the Program. School shall at all times remain solely responsible for the academic grading of Students. Facility shall notify School of any unsatisfactory conduct or performance of any Student assigned to the Facility in a timely manner.
   4. Insurance. Facility shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its employees. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility’s insurance that are unacceptable.

3.5 Orientation. Facility will conduct a general orientation for each Student with respect to the policies and procedures of Facility and shall make available to each Student a copy of applicable policies and procedures.

3.6 Protective Equipment. Facility will provide all necessary personal protective equipment for students, while assigned to Facility in compliance with OSHA Blood-Borne Pathogen Regulations and the Nuclear Regulatory Commission, as appropriate.

3.7 Use of Facilities. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility. Facility shall use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical education experiences.

1. Confidentiality. Facility and School acknowledge that as a condition of participation in the Program, Students are required to maintain protected health information of Facility’s patients in accordance with the Health Insurance Portability and Accountability Act of 1996, and all applicable regulations promulgated thereunder (collectively, “HIPAA”), including information obtained through use of computer systems. Facility shall educate Students regarding its confidentiality and privacy policies and procedures. Facility shall instruct Students that information regarding hospital's patients shall be held in confidence, all protected health information regarding Facility’s patients shall be maintained by Student in compliance with HIPAA, Students shall not make copies of patient records and Students shall not identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of the Facility and complying with Facility’s confidentiality and privacy policies and procedures. School shall not request Students to identify patients or any protected health information in any papers, reports or case studies provided to School without first obtaining permission of the Facility and complying with Facility’s confidentiality and privacy and security policies and procedures.
2. Role of Students. Students will participate in providing, but shall not be solely responsible for, patient services or facility services rendered at the Facility as part of their clinical experiences, including the opportunity to participate in conferences and programs of interest related to their respective disciplines. The Facility and its employees and contractors have sole primary responsibility for patient care and treatment.
3. No Compensation. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or School.
4. Removal of Students. Facility may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Facility may request School to withdraw or dismiss a Student from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility’s discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Student’s participation in the Program shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.
5. Non-Discrimination. In the performance of this Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Student’s effective participation in the Program.
6. Confidentiality. School agrees that it and the Students shall keep strictly confidential all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility, except as required or permitted by law.
7. Indemnification. Each party hereto (as the “Indemnifying Party”) agrees to indemnify and hold harmless the other party (as the “Indemnified Party”) and its directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorney’s fees), liabilities, or damages (collectively “Losses”) asserted against the Indemnified Party by a third party and resulting from the Indemnifying Party’s breach of its obligations under this Agreement or the negligent or willful act or omission of the Indemnifying Party or its directors, offices, employees, agents or Students, as applicable, in connection with this Agreement.
8. Term and Termination. The term of this Agreement shall commence as of the Effective Date and remain in full force and effect unless terminated earlier as provided herein. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Program at the Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student’s individual completion of the Program or five (5) months from the date of the notice of termination. Notwithstanding the foregoing, either party may immediately terminate this Agreement for illegal or wrongful conduct, fraud, or material breach of this Agreement by the other party.
9. Miscellaneous Terms.
   1. Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party’s valid and binding obligation, enforceable in accordance with its terms.
   2. Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal health care programs”); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.
   3. Change in Law. In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute agreement to this Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision.
   4. Severability. Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.
   5. Use of Parties’ Names. Neither party shall use the names, symbols, trademarks, or service marks currently existing or subsequently established of the other party without the prior written consent of the other party.
   6. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
   7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
   8. Variations of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require
   9. Notices. All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties, as follows:

To the School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Facility: HealthPRO Heritage, LLC

536 Old Howell Road

Greenville, SC 29615

Attn: Student Placement Coordinator

or to such addresses as the parties may hereafter designate in writing.

* 1. Assignments. The rights and obligations provided under this Agreement are not assignable without the written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
  2. Governing Law; Jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules. The parties agree that any action arising under or in connection with this Agreement shall be brought in the state or federal courts in Greenville County, South Carolina, and the parties hereby waive any rights to assert jurisdiction or venue in any other court.
  3. Amendments. Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
  4. Entire Agreement. This Agreement, together with any schedules, exhibits, appendices, and other attachments hereto, all of which are hereby incorporated by reference and made a part of this Agreement, constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.
  5. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
  6. Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
  7. Third Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
  8. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
  9. No Joint Venture or Partnership. The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint venturers or partners.

[Remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Academic Affiliation Agreement to be executed by their duly authorized officers on the day and year first above written.

**[Name of School]**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

**HEALTHPRO HERITAGE, LLC**

Name: Hilary G. Forman PT, RAC-CT

Title: Chief Clinical Strategies Officer