

STUDENT AFFILIATION AGREEMENT

This STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered into on the _____ day of _____ (Month/Year) by and between the **UNIVERSITY OF SOUTHERN CALIFORNIA** on behalf of its **DIVISION OF BIOKINESIOLOGY AND PHYSICAL THERAPY**, whose principal place of business is **LOS ANGELES, CA** (hereinafter called the “University”), and _____ whose principle place of business is _____ (City/State) (hereinafter called the “facility”).

Recitals

WHEREAS, the University has graduate curriculum in **PHYSICAL THERAPY** and clinical experience is a required and integral component of those curricula; and

WHEREAS, the University desires the cooperation of Facility in implementing a clinical education program in physical therapy at Facility and training University students in the practical applications of physical therapy (“Program”); and

WHEREAS, Facility will benefit from the contributions of the students participating in the Program; and

WHEREAS, Facility wishes to assist the University in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Facility enter into this Agreement on the terms and conditions set forth below.

The University Rights and Responsibilities

1. To establish the educational objectives for the Program and to implement the Program pursuant to these objectives.
2. To assign students to Facility who meet the University’s requirements and qualifications to participate in the Program.
3. To appoint a faculty member as Director of Clinical Education to administer the University’s responsibilities related to the Program.
4. To establish and maintain ongoing communication with the Facility’s Clinical Coordinator, as defined below, regarding the Program.
5. To notify the Clinical Coordinator, at a time mutually agreed upon, of the University’s planned schedule of student’s assignments, including the names of the students, level of academic preparation, and goals and objectives and length and dates of the clinical experiences.

6. To confirm that students obtain and maintain adequate health insurance coverage during the time that students participate in the Program and to provide evidence of such coverage to Facility, at Facility's request.
7. If applicable, to provide the students participating in the Program training regarding exposure to bloodborne pathogens.
8. To ensure that all students participating in the Program at Facility will have and maintain professional liability insurance coverage in the amounts set forth below.
9. To direct the assigned students to comply with the existing pertinent rules and regulations of the Facility and all reasonable directions given by qualified Facility personnel.
10. To inform Facility in the event that a student withdraws from the Program or otherwise is unable to complete the Program.
11. To ensure that all students have: (i) current measles, mumps, rubella, varicella and tetanus/diphtheria immunizations; (ii) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits; (iii) a Hepatitis B Series or a signed waiver declining immunization; and (iv) current CPR certification.

Facility Rights and Responsibilities

1. To cooperate with University in establishing and implementing the Program at Facility.
2. To designate as Clinical Coordinator the staff member who will be responsible for the supervision of the students and the planning and implementation of the clinical experience. The Clinical Coordinator shall meet the criteria established by the American Physical Therapy Association (APTA) for supervising students.
3. To provide clinical experiences in accordance with the mutually agreed upon goals and objectives of the program. On-site visits will be arranged when feasible and/or upon request by the University or Facility. Facility shall advise the University of any changes in its personnel, operation or policies that may materially affect the students' clinical experiences or the Program at Facility.
4. To ensure that students are given duties commensurate with their skills and experience.
5. To provide the physical facilities, resources, equipment, and all other items necessary to operate the Program at Facility, including use of library facilities, reasonable work and storage space.
6. To provide the assigned students with copy of the Facility's existing pertinent rules and regulations with which the students are expected to comply.
7. To make available, whenever reasonably necessary, emergency health care of the assigned students, the cost of which shall be borne by the students.

8. To request the University to withdraw a student from the Program at Facility when student's performance is unsatisfactory to Facility or student's behavior is disruptive to Facility or its patients. Facility shall state its reasons for requesting a student withdrawal in writing to the Program's Director of Clinical Education. It is understood that except as set forth in paragraph 9 below, only the University can withdraw a student from the Program at Facility.
9. To immediately remove from the Facility any student who poses an immediate threat or danger to personnel or the quality of services provided at Facility. Clinical Coordinator shall notify the Program's Director of Clinical Education prior to removing the student.
10. To ensure that all person at the Facility responsible for supervising students hold an unrestricted license, in good standing, issued by the appropriate state or regional licensing board.
11. To comply with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws, rules and regulations concerning the confidentiality of student records.
12. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the Program.
13. To comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
14. To retain full responsibility for ensuring that (i) all patient care services and procedures performed by Students comply with applicable federal, state and local laws, rules and regulations; (ii) Students are appropriately credentialed to perform each such service and procedure in accordance with Facility rules and regulations, and (iii) all necessary consents are obtained prior to the furnishing of any clinical services by Students.
15. To retain full responsibility for the care of patients at Facility and maintain administrative and professional supervision of Students insofar as their presence affects the operation of Facility and/or the direct and indirect care of patients.

General Provisions

1. Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.
2. Coordination of Program. The parties shall use best efforts to establish the educational objectives for the Program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.
3. Students Not University Employees. The parties hereto agree that the University's students are fulfilling specific requirements for clinical experiences as part of a degree

requirement and, therefore, the University's students are not to be considered employees or agents of either the University or the Facility for any purpose, including Worker's Compensation or employee benefit programs.

4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.
5. Term. This Agreement shall be effective for a period of **three (3) years** when executed by both parties. Thereafter, this Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least ninety (90) days prior to the end of the term, or unless terminated in accordance with paragraph 6 below.
6. Termination. Thereafter, this Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete the Program at Facility.
7. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.
8. No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever,

and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

9. Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and Facility.
10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
11. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
12. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.
13. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.
14. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
15. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
16. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
17. Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as

contained in 45 CFR Part 164 (the “Federal Security Regulations”). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient’s Protected Health Information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require either party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

18. Limitation on Damages: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

UNIVERSITY OF SOUTHERN CALIFORNIA

By: _____ Date: _____
Robert Cooper
Vice Provost for Academic Operations and Strategy

By: _____ Date: _____
Michael S. Simpson, PT, DPT
Director of Clinical Education,
Division of Biokinesiology & Physical Therapy

FACILITY

By: _____ Date: _____

Print Name: _____

Title: _____

By: _____ Date: _____

Print Name: _____

Title: _____

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