



AFFILIATION AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 20___ between MESSIAH University, (hereinafter referred to as “the University”) and _____ located at _____ (hereinafter referred to as “the Agency”).

WITNESSETH:

WHEREAS, both parties desire to establish and maintain a working relationship to facilitate a stimulating environment for the education and training of the students of the University to help meet the needs of the communities served by both parties; and

WHEREAS, it is in the mutual interest of and to the mutual advantage of the parties to this Agreement that the students of the University be given the opportunity and benefit of the use of existing facilities maintained by the Agency with Messiah University.

WHEREAS, both parties desire to clearly establish the rights and responsibilities of the University and the Agency in the use of the Agency’s facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, it is agreed by both parties as follows:

1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

1.01. *Selection of Students.* The University shall be responsible for selection of qualified students to participate in the experience. Selected students must have the appropriate educational background.

1.02. *Education of Students.* The University shall assume responsibility for the coursework of its students. The University shall be responsible for the administration, the curriculum content, as well as the requirements matriculation, grading, and graduation.

1.03. *Designation of a Faculty Supervisor.* The University will assign a Faculty Supervisor to facilitate regular communication between the University and the Agency’s Site Supervisor. The Faculty Supervisor will have ongoing communication throughout the semester and will provide contact information to the Agency, in order to appropriately monitor the progress of the student(s).

1.04. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the University and should any student fail to abide by any policy and/or procedure, he or she may be subject to termination from the University/Facility/Agency.

1.05. *Health Insurance.* The students of the University will maintain their own health insurance. In the case of an unexpected medical expense incurred during the experience, the student will be responsible for all fees/charges.

1.06. *Professional Liability Insurance.* The University agrees to maintain professional liability insurance covering any student placed through the University's program with Agency for the purpose of practical experience and clinical development. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. The policy must remain in full force and effect for the duration of the experience.

1.07. *Criminal Background Checks.* The University will inform the student(s) of their responsibility to obtain and provide upon request the Pennsylvania Child Abuse Clearance, Pennsylvania State Police Criminal Record Check, and FBI Fingerprint Report. The students of the University must provide the appropriate background checks to Agency.

1.08. The University will inform student(s) of their responsibility to maintain and to provide upon request a current health record.

2. DUTIES AND RESPONSIBILITIES OF THE AGENCY

2.01. *Accommodations.* The Agency authorizes the use of its facilities as may be agreed upon by the Agency and the University as a location for the experience. The Agency shall advise the University on a timely basis of any changes in facilities, which may affect the experience.

2.02. *Administration.* The Agency will have sole authority and control over all aspects of services to its clientele. The Agency will be responsible for and retain control over the organization and operation of its programs. The Agency shall maintain a sufficient level of staff support so that an assigned student will not be expected to perform in lieu of a staff member. The Agency shall retain patient responsibility.

2.03. *Policies of Agency.* The Agency will review with each student, prior to the beginning of the experience, all applicable policies, codes, or confidentiality issues related to the experience. The Agency shall make available to the University all written applicable rules, regulations, policies, and procedures of the Agency.

2.04. *Supervision.* The Agency shall appoint a qualified person who will serve as a Site Supervisor for a planned supervised program consistent with the educational objectives established by the University and accrediting bodies. The Site Supervisor will help orient the student to the facility and its culture; oversee the student's work (including review and evaluation of assignments and daily tasks); make available equipment, supplies, and space necessary for the student to perform his/her duties; and provide safe working facilities and facilities free from all forms of unlawful discrimination or harassment. The Site Supervisor shall provide all reasonable

information requested by the University on a student's work performance, including completing and returning all student evaluations according to the schedule provided by the University.

2.05. *Liability Insurance.* The Agency shall maintain commercial general liability and professional liability insurance for itself, its agents, and its employees in at least the amounts required by Pennsylvania law. In the event that the Agency maintains professional liability insurance on a "claims made" basis, the Agency shall secure and maintain tail coverage insurance. The Agency agrees to provide certificates of insurance to the University upon the University's request.

3. MUTUAL RESPONSIBILITIES OF University AND AGENCY

3.01. *Removal of a Noncompliant Student.* Either the University or the Agency may remove a student from the experience at any time for any of the following documented reasons: unprofessional or unethical conduct, excessive absenteeism, failure to meet necessary academic requirements (after remediation), failure to meet established performance standards or to abide by University or Agency policies or procedures, or inappropriate personal behavior adversely affecting the student's ability to perform after remediation. Discipline of any student so removed beyond removal shall be the responsibility of University. Site Facilitator and Faculty Supervisor must be made aware of any concerning situation as soon as possible.

3.02. *Collaboration.* Both parties agree to collaborate on a continuing basis. The University Faculty Supervisor and the Agency Site Supervisor and/or liaison shall evaluate the program/experience, exchange information regarding developments that may affect the program/experience, and resolve any differences as to practices or policies.

3.03. *FERPA.* Both parties shall protect the confidentiality of student records as required by the Family Educational Rights and Privacy Act (FERPA) and shall release no protected information without the prior written consent of the student unless required to do so by law or as may be required by the terms of this Agreement.

4. GENERAL TERMS

4.01. *Relationship of Parties.* Both parties agree that no money or benefits will be paid by either part to the other under the terms and conditions of the Agreement. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties are not partners, agents, or principals of one another. The University's staff and students shall not act as the Agency's agents or representatives in any capacity and shall not take any commitments on behalf of the Agency.

4.02. *Compliance.* Both parties represent and warrant that they shall fully comply with all applicable federal, state and local statutes, rules and regulations, and that it shall be deemed a material breach of this Agreement if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Agreement, the non-breaching party may terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement.

4.03. *Indemnity.* Both parties agree to defend and hold harmless the other, its affiliates and their respective officers, directors, employees, agents, students and staff from and against any and all claims, demands, liabilities, damages, settlements, judgments, orders, decrees, actions, suits, proceedings, fines, penalties, deficiencies, losses, interest, costs and expenses (including reasonable attorneys' fees) ("Losses") to the extent arising or resulting from the alleged material inaccuracy or material breach of any of the representations or warranties made in or under this Agreement, and any and all negligent or willful acts and omissions attributable to each party in connection with the performance of its obligations under this Agreement.

4.04. *Nondiscrimination.* Both parties agree that in the performance of this Agreement, there shall be no discrimination against any student or employee due to race, color, religion, sex, national origin, physical or mental handicap, veteran status, age, or any other characteristic protected by federal, state, or local law. Receipt by either party of evidence substantiating any such discrimination shall be cause for termination of this Agreement. As a faith-based institution, the University reserves the right to impose faith requirements as permitted by applicable law in the hiring and assigning of faculty.

4.05. *Interpretation of the Agreement.* This Agreement and the rights of the parties shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of law doctrine. The parties agree to submit to the jurisdiction of the state or federal courts of Pennsylvania for resolution of any dispute arising under or pursuant to this Agreement.

4.06. *Enforceability.* If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential purpose of the Agreement.

4.07. *Term of Agreement.* The term of this Agreement shall be one year commencing on the Execution Date, and shall continue in full force and effect unless earlier terminated as provided herein. After the initial one year term, this Agreement shall automatically renew for successive one year terms unless either party gives written notice of nonrenewal at least 90 days prior to the end of the term.

4.08. *Termination of Agreement.* The University or the Agency may terminate this Agreement for any reason within 90 days written notice. Both parties will make every reasonable effort to permit

students whose assignment with the Agency has commenced, or is scheduled to commence, to complete the assignment despite any termination of the Agreement. In the event that the Agency is unable to fulfill the agreed upon time frame of the placement, the Agency must notify the University immediately so that alternative arrangements can be determined to ensure the student completes the placement in the designated time frame so as not to delay graduation requirements. If the Agency has alternative sites or placement options, the Agency agrees to use its best efforts to make an alternative option available.

4.09. *Entire Agreement.* This Agreement represents the entire understanding between parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement.

4.10. *Modification of Agreement.* This Agreement may be amended only in writing and any amendments hereto must be signed by authorized representatives of the University and the Agency.

4.11. *Transfer of Terms.* The rights and duties accruing under the terms of this Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date set forth above.

Messiah University

AGENCY

Authorized Signature

Authorized Signature

Robert Pepper

Print Name

Print Name

Dean of the School of Graduate Studies

Title

Title

(included in electronic signature stamp)

Date

Date