

AFFILIATION AGREEMENT

By and Between:

Affiliated clinical site name

and FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

This Affiliation Agreement, hereinafter referred to as Agreement, is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as “University”, and *Site Name*, hereinafter referred to as “Affiliate”. This Agreement is for the following programs:

- Physical Therapy and Human Performance

WHEREAS, the University is desirous of establishing an agreement to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality practice experiences for students of the University with Golden Gate Physical Therapy.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. GENERAL UNDERSTANDING:

1. The practice experiences to be provided will be of such content and cover such periods of time as may, from time to time, be mutually agreed upon by the University and the Affiliate.
2. The number of students designated for participation in a practice experience, their academic level, the time and length of the learning experience, and the availability of learning opportunities will be mutually determined by agreement of the parties in advance of the clinical assignment.
3. All student participants must be mutually acceptable to both parties and either party may temporarily withdraw any student from the learning experience if safety is at risk. If for any other reason either party reasonably believes that it is not in the best interest of the Affiliate, University, and/or student for the student to continue, appropriate Affiliate and/or University officials will discuss the matter. Further action regarding student status will follow University policy.
4. The term of this Agreement shall be perpetual and shall not be affected by changes in ownership, personnel, positions, and/or titles.

5. This Agreement may be terminated by either party with 90 days prior written notice provided the 90 day period does not interfere with a student practice experience. If the 90 day notice extends past the beginning of the term, then the 90 day notice will be waived so long as some notice was given. In no case will the Agreement be terminated during a practice experience, thereby allowing students currently enrolled and participating to have the opportunity to complete the practice experience with the Affiliate. Notwithstanding the foregoing, this Agreement may be unilaterally cancelled by the University for refusal by the Affiliate to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Affiliate in conjunction with this Agreement.
6. This Agreement may be modified in writing by mutual agreement between the parties.

B. MUTUAL RESPONSIBILITIES (University, Affiliate, Student):

1. The parties will work together to maintain an environment of quality practice experiences and quality client care. At the request of either party, a meeting or conference will be promptly held between the University and Affiliate representatives to resolve any problems, evaluate and improve teaching methods, propose changes in curriculum design, or develop any improvements in the operation of the contemplated practice experience.
2. The parties will work together to develop and coordinate appropriate research and service projects when applicable. All research and service projects will be agreed upon by the University, Affiliate, and student following all established institutional guidelines as related to research and/or service.
3. All parties will not discriminate on the basis of a person's race, color, gender, religion, creed, national origin, disability, marital status, Vietnam or disabled veteran status, or age. All parties will make reasonable accommodations for disabled persons.
4. In the event of an accident or incident, which might involve legal liability on the part of a student or faculty member, each party will submit an incident or accident report to the appropriate department within the University and Affiliate.
5. The confidentiality of client and student records shall be maintained at all times.

C. AFFILIATE RESPONSIBILITIES:

1. The Affiliate will be responsible for the organization, administration, staffing, operating, financing of its services, the maintenance of accepted standards for efficient management, and will operate in accordance with acceptable health care standards.

2. The Affiliate will retain responsibility for the care of clients/patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Affiliate and its care, direct and indirect, of clients/patients. The Affiliate will provide qualified personnel to supervise/instruct students in University programs, according to Program requirements as communicated to Affiliate personnel.
3. The Affiliate will not use students in lieu of professional or non-professional staff.
4. The Affiliate will accept from the University the number of students that qualified staff, time, and space permit.
5. The Affiliate will provide the student appropriate participation in client care or other learning processes necessary to accomplish the educational outcomes of the practice experience.
6. Subject to the Affiliate's overall responsibility for client/patient care, it may invite appropriately credentialed faculty members to provide such services as may be necessary for teaching purposes.
7. The Affiliate shall provide appropriate orientation for both University faculty and participating students (e.g. facility tour, philosophies, rules, regulations, policies, and conduct expectations).
8. The Affiliate will provide adequate resources for participating students and faculty in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Affiliate's staff. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office or workspace, and dressing rooms.
9. The Affiliate shall, as appropriate, assist the University in collaborative assessment of each student's performance. Final responsibility for grading will be maintained by the University.
10. The Affiliate will encourage visits of University faculty and accreditation evaluators for the purpose of observing, auditing, participating in teaching, attending planning meetings, or evaluation for accreditation.
11. The Affiliate will provide first aid, with appropriate calls to emergency medical services or referral to a physician to students and faculty in case of accident or illness while engaged in practice experiences. All health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved.
12. The Affiliate will be responsible for informing Affiliate personnel regarding the rights and privileges of the University's students and faculty.

13. The Affiliate will be responsible for coordinating with the student any required criminal background checks.

14. Change in Affiliate ownership will be reported to the University within 30 days.

D. UNIVERSITY RESPONSIBILITIES:

1. The University will use its best efforts to ensure that the practice experiences are conducted in such a manner as to enhance client/patient care.
2. The University will retain responsibility for student education including the curriculum, student evaluation, and granting of educational credit.
3. The University will assure that students selected for participation in practice experiences are prepared for competent and safe participation in the practice phase of their overall education.
4. Prior to the commencement of a practice experience, the University will provide responsible Affiliate officials with the name(s), dates and hours of assignment, and academic class designation of prospective student participants.
5. The University will designate a faculty member as liaison to the Affiliate.
6. The University will assign appropriately credentialed faculty members to the Affiliate and will, upon request, provide evidence of these credentials.
7. The University will require students to abide by the Affiliate's rules, standards, regulations and procedures.
8. The University will require students to either be vaccinated for Hepatitis B or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Affiliate.
9. The University will maintain educational records and information relative to students in accordance with the Family Educational Rights and Privacy Act of 1974 and Section 1002.22, Florida Statutes.
10. The University will accept the responsibility of assisting in the orientation of appropriate Affiliate personnel to the goals, objectives, and learning experiences of each educational program.
11. The University maintains the right to stipulate appropriate professional dress to be worn by students during practice experiences.
12. The University will encourage visits of Affiliate staff for the purpose of observing, auditing, participating in teaching, and attendance of planning meetings.

13. The University will require participating students maintain professional liability insurance with minimum limits of \$1,000,000/\$3,000,000 except for nurse anesthesia students with minimum limits of \$250,000/\$750,000. Upon request, evidence of such insurance will be provided.

E. GOVERNMENT REGULATIONS:

To the extent applicable, Affiliate agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of the 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color, or national origin.
7. The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq., covering rehabilitation measures for Vietnam Veterans.
8. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability and/or perceived disability.
9. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
10. Chapter 760, Florida Statutes, which prohibits discrimination on the basis race, color, religion, sex, national origin, age handicap, or marital status.

