

Affiliation Agreement

This Affiliation Agreement is entered into between Brown Mackie College-Tucson (hereinafter referred to as "School") and Amphitheater School District (hereinafter referred to as "Facility"), located at 701 W. Wetmore Rd, Tucson, AZ 85705 and is effective on 1/12/17 ("Effective Date") for a one year term and will automatically renew for subsequent one year terms unless either party provides a notice of non-renewal to the other party thirty (30) days prior to the end of any term.

Recitals

WHEREAS, School offers a program of study in Occupational Therapy Assisting and desires that its students complete Field Work or an internship whichever is applicable (jointly referred to herein as "Internship") to obtain experience at Facility in furtherance of the School's program(s). Facility has agreed to make its location(s) available to School and its students for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. School and Facility Responsibilities

1. School has full responsibility for the academic content of the Internship and the credit granted for its satisfactory completion and School and Facility will agree in advance of the start date of the Internship on the specific studies and research that will occur.
2. The students shall be directly supervised by an employee of Facility who is approved in advance by the School and meets Facility's requirements for such position. The students' supervisor shall not be an employee of School or a currently enrolled student of School.
3. The parties will mutually agree to the number of students that can participate in the Internship prior to the start date.
4. School will advise its students and each faculty member (if on site) to comply with all of Facility's policies and procedures, including but not limited to the requirement to keep all patient related medical information confidential and to comply with the Facility's policy regarding the Health Insurance Portability and Accountability Act (HIPAA).
5. School will advise its students and each faculty member (if on site) to comply with any of Facility's requirements regarding criminal background checks/drug screening. Facility shall provide students a copy of its policy regarding background checks/drug screening and shall instruct students to comply with said policy; any costs for the background check/drug screening is at the students' expense. Facility shall apply the same criteria to students and faculty members as they do to Facility employees under their current hiring practices. School will advise students and faculty members that as a result of a criminal background check/drug screening Facility may reject any student or faculty member and bar them from the Facility in accordance with Facility policies. *THE STUDENT/INTERN SHALL OBTAIN A VALID ARIZONA FINGERPRINT CLEARANCE CARD, AS REQUIRED BY A.R.S. § 15-512, PRIOR TO PARTICIPATING IN THE PROGRAM AT AMPHITHEATER UNIFIED SCHOOL DISTRICT.*

6. School will advise its students and each faculty member (if on site) to comply with any requirements of Facility regarding immunizations. Any immunizations required which faculty member or student does not yet have must be obtained prior to beginning the Internship and the cost for the immunization shall be paid for by student or students' own medical coverage.
7. Facility will provide an appropriate orientation to the students and faculty member (if on site) and advise them of all applicable rules and regulations including orientation to the risk of exposure to blood borne viral diseases such as HBV/HIV and to other communicable diseases; to chemical and other environmental hazards in compliance with federal hazard communications regulations; to fire safety procedures at the Facility; and to provide basic training on the confidentiality and privacy requirements of the federal HIPAA law.
8. Facility shall provide a safe physical facility and environment in addition to adequate instruction, supervision, guidance and evaluation of students. The Facility shall complete and promptly return any evaluations requested by School. Both parties agree to cooperate with each other and share information in the event that any investigation is conducted with respect to a student's experience or performance at Facility. Students may be asked to sign a form granting School and Facility permission to share information relevant to his or her experience or performance.
9. Facility may terminate a student or faculty member (if on site) from participating in an Internship if Facility determines in its sole opinion and discretion that the student's conduct or work with clients, patients or personnel is not in accordance with acceptable standards of performance.
10. Upon request of School, Facility shall provide classroom space for the use of students and faculty member (if on site) subject to availability and provide them the privilege of using libraries, lounges, cafeterias, rest rooms, etc. on the same basis as Facility employees.
11. School will advise its students and faculty (if on site) that it is the responsibility of the student and faculty for the cost of his or her own health insurance and medical costs as Facility is not providing any such insurance for them.
12. Facility shall make available to students and faculty member (if on site) any necessary emergency care for injuries or illnesses arising out of their program participation. Applicable insurance policies may be billed for the provision of these services.
13. School will advise its students that Facility does not consider them to be employees. If Facility is paying any students, the individual student is responsible to make all required withholdings for state and federal income tax purposes. At all times, neither students nor faculty members (if on site) are considered employees of Facility. If any compensation is paid by Facility to students, it shall be agreed to in writing by student and Facility before the start of the Internship.
14. The School is responsible at all times for the negligent and willful acts and omissions of its employees and agents, including its faculty. In addition, the Facility is responsible at all times for the negligent and willful acts and omissions of its employees and agents.

15. Facility shall indemnify, hold harmless and defend School, its officers, directors, employees and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from Facility's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.
16. School shall indemnify, hold harmless and defend Facility, its officers, directors, employees and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from School's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.
17. The ultimate responsibility for the care of patients and the direction of Facility's operation is with Facility.
18. School shall provide and maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence \$3,000,000 aggregate. In addition, School shall maintain professional liability insurance that covers the School, all students, and instructors at the School. The blanket professional liability insurance policy will be in the amount of not less than \$1,000,000 per claim/\$3,000,000 aggregate. The School shall provide a certificate of insurance at the request of Facility.
19. Facility shall provide and maintain comprehensive professional and general liability insurance (which covers Facility and Facility's employees) of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate as well as excess liability insurance of not less than \$1,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School. To the extent permitted by Facility's insurance policy, the general liability insurance shall name as additional insured, Education Management Corporation its schools, directors, subsidiaries, officers, employees, assigns, agents and board members.
20. In the event a preceptor is utilized at the Facility, the preceptor shall comply with all applicable state board requirements and other responsibilities agreed to by the parties.
21. School and Facility agree that both students and faculty members will not transport patients or Facility employees in connection with the Internship.
22. In the event that Student will be riding in a vehicle with an employee of Facility, Facility shall provide and maintain automobile, or umbrella, insurance of not less than \$5,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School.

B. General Provisions

1. This agreement may be terminated by either party with or without cause by providing thirty (30) days written notice to the other party. In the event of termination during an Internship, Facility will allow students to complete their Internship.
2. The parties to this Agreement are independent contractors. Neither School nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners

of Facility. In addition, neither Facility, nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of School.

3. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the Internship provided hereunder is mutually beneficial.
4. Each party agrees in the performance of this Agreement not to discriminate on the basis of race, ethnicity, national origin, gender, age, religion, disability, sexual orientation, or any other basis prohibited by law in the jurisdiction in which the Agreement is to be performed.
5. Notices. Any and all notices required shall be deemed delivered when received by registered, certified or express mail to:

If to School:

Brown Mackie College-Tucson
4585 E. Speedway Blvd

Tucson, AZ 85712

If to Facility:

Amphitheater School District
701 W. Wetmore Rd

Tucson, AZ 85705

6. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date set forth above. For and on behalf of:

FACILITY:

Signature: _____

Print Name and Title: _____

Date: _____

Brown Mackie College-Tucson

Signature: 

Print Name and Title: Theresa Degard - Dean

Date: 1-12-17