

**BEST PRACTICES
IN THE DEVELOPMENT
OF AFFILIATION
AGREEMENTS**

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**Why focus on affiliations and
internships?**

**Program affiliations and internships
in:**

- Nursing
- Criminal Justice
- Physical Therapy
- Education
- Respiratory Therapy
- Dental Hygiene

Are essential components in the curricula our Colleges offer, providing Students with hands-on experience

Our Colleges also establish productive, long-term relationships with other business entities locally and throughout the state

Effective affiliation agreements are necessary to:

- ◆Protect the College
- ◆Enhance curricular programs
- ◆Build strong, productive professional relationships

BUT:

affiliations and internships also
can pose special problems for our
Colleges

Examples:

◆ College will lose some of its control
due to third party involvement

◆ Programs designed to result in
licensure require specific notices
and disclosures

◆ Some programs may require additional insurance coverage for participants due to inherent program risks

Affiliations and internships
▪ Create points of possible legal exposure for our Colleges

For example, each College must consider what liability exists for injuries
▪ To a Student Intern, or
▪ Caused by a Student Intern to a third party

The College must assess:

- The known risks associated with the placement

- The duty it has to protect Student Interns

- The duty of care toward third parties through the preparation of its Students

▪ How clearly the College has set forth program requirements and expectations, such as:

- ◆ Requirements for certification and/or licensure
- ◆ Campus obligations
- ◆ Placement site obligations
- ◆ Accommodation of disabilities

- How clearly the College has set forth affiliation expectations regarding:
- ◆ Supervision
 - ◆ Evaluation
 - ◆ Placement

An effective affiliation agreement therefore must:

1. Identify the responsibilities of:

- ◆ The College
- ◆ Students
- ◆ The Affiliated Entity

2. Anticipate the general liability issues and other issues associated with the program and external placement

Let's create the Agreement.

Who should draft the agreement?
◆ First Choice: Counsel for the College

INITIAL RECITALS
◆ Define the Purposes of the Agreement

◆ *In order to fulfill the objectives of the Nursing Program, _____ College desires the privilege of giving its Students a period of supervised clinical nursing practice with _____ facility.*

◆ The _____ facility recognizes the need for, and desires to participate in, the training of future health care professionals by providing clinical educational learning experiences that are supervised, planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines

BODY OF THE AGREEMENT

1. Identify the College's responsibilities, including:
 - Preparation of Students for clinical placement by means of:

- ◆ Academic performance
- ◆ Appreciation of the nature and seriousness of the work

▪ Assignment of Students to the Clinical Setting
▪ With the approval of the Clinical Setting

▪ Identification of the Educational Coordinator
◆ The Coordinator's complete contact information should be communicated to the College

▪ Confirm that the Coordinator is responsible for the overall management of the clinical experience

- Confirmation of Professional Liability Insurance
 - ◆ For Students
 - ◆ At no cost to Clinical Setting

- Confirmation of accreditation and licensure
 - ◆ Of the College and its programs

- Conduct of criminal background checks
 - ◆ Typically done by the College
 - ◆ Ongoing Student obligation to report
 - ◆ Ongoing College obligation to update Clinical Setting

2. Identify the Clinical Setting's responsibilities, including:

- **Number of Students to be placed**
 - ◆ Typically in the sole discretion of the Clinical Setting

- **Identification of the Site Coordinator**
 - ◆ Ensure receipt of contact information
 - ◆ Responsible for overall management of the clinical experience at the site

- **Establishment of Site Orientation**
 - ◆ Policies and procedures
 - ◆ Emergency and safety protocols
 - ◆ OSHA policies

▪ Establishment of qualified supervision
 ◆ Detailed in the program Addendum

▪ Confirmation of Student access to the Clinical Setting and patients
 ◆ Identify all locations to be accessed
 ◆ Identify when/how access is refused

▪ Confirmation of the Clinical Setting's accreditation, licensure and eligibility
 ◆ Require ongoing duty to report change in status

▪ Confirmation of the implementation of clinical component requirements
◆ In compliance with all laws, regulations

▪ Confirmation that the College may inspect the premises, if necessary

▪ Confirmation that participating Students will not be paid for performing services related to the Program
◆ Student not employee or agent

3. Identify joint responsibilities, including:


- **Supervision and evaluation of Students**

- **Review and evaluation of the affiliation**
 - ◆ **Periodic review**
 - ◆ **Amendment when necessary**


4. Identify Student responsibilities, including:

- **Conduct at the Clinical Setting**


- Timeliness
- Uniform and identification



- Insurance
- Personal expenses



- Evaluation of the clinical experience




- Available emergency medical services
- Required immunizations prior to clinical experience
- Familiarity with OSHA policies

Other Important Terms --

- TERM AND TERMINATION**
- ◆ Length of the term
 - May want to avoid use of Evergreen Clause


◆ Option to renew

- Identify appropriate notice period prior to expiration of Agreement




◆ How to terminate the agreement

- Mutual agreement
- For cause
- Immediately



AMENDING THE AGREEMENT

- ◆ In writing
- ◆ Effective Use of Addenda



INDEMNIFICATION CLAUSES

- ◆ Narrowly drafted
- ◆ Mutuality
- ◆ Informed consents signed by Students


INSURANCE

- ◆ The College
 - Need to consult underlying terms/conditions of current policy

- ◆ The Clinical Setting

◆ Students

- Health/Medical Insurance
- Professional Liability




**CONFIDENTIALITY
OF RECORDS**

◆ Student records

◆ Patient health information


- Student use and disclosure



NON-DISCRIMINATION

◆ Compliance by College and Clinical Setting with laws and regulations

◆ Notice to Students of policies/procedures



DISPUTE RESOLUTION

- ◆ To use or not use arbitration?

**NOTICES
AND COMMUNICATION**

- ◆ Clearly identify who receives all notices at the College or Clinical Setting

NON-EXCLUSIVITY

- ◆ The College can enter into agreements with other facilities

GOVERNING LAW

- ◆ The laws of the State of Wisconsin

**RELATIONSHIP
OF THE PARTIES**

- ◆ Independent contractors

SAFETY ISSUES

- ◆ Student Orientation
 - On campus
 - At the Clinical Setting

TRAVEL ISSUES

- ◆ Discuss during Student orientation

SIGNING AUTHORITY

- ◆ Clearly identify who is authorized to sign the Agreement
 - For the College
 - For the Clinical Setting

Effective preparation of Students

- ◆ Orientation
- ◆ College policies and procedures
- ◆ Certifying/licensing agency input
- ◆ Dismissals and due process

QUESTIONS?
