

**STUDENT AFFILIATION AGREEMENT  
FOR CLEMSON UNIVERSITY**

This Student Affiliation Agreement ("Agreement") is entered into as of this the 1<sup>st</sup> day April, 2019 (the "Effective Date") by and between CLEMSON UNIVERSITY and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("AFFILIATE").

**WITNESSETH**

WHEREAS, AFFILIATE and UNIVERSITY have an interest in supporting educational programs and in working cooperatively with other institutions dedicated to public service and educational endeavors; and

WHEREAS, it is in the interest of AFFILIATE to participate in the training and education of studying in the disciplines endorsed on Attachment B (the "Program") to help meet the needs of our Commonwealth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, UNIVERSITY and AFFILIATE agree as follows:

1. **Term**. This Agreement shall continue for a period of three (3) years from the Effective Date above unless either party gives written notice of termination to the other party at least thirty (30) days prior to the desired termination date.
2. **Rules and Regulations**. UNIVERSITY shall require each of its students to be aware of, and abide by AFFILIATE's practices, rules, policies, and procedures.
3. **Discipline**. UNIVERSITY shall have full responsibility for conducting any student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the above, UNIVERSITY agrees to terminate the participation of any student at AFFILIATE's facilities, upon request of AFFILIATE, if AFFILIATE has determined that the student fails to abide by the practices, rules, policies, or procedures of AFFILIATE or in any way threatens to impair the delivery of services to AFFILIATE's constituents.
4. **Educational Records**. UNIVERSITY shall maintain all educational records and reports relating to the participation by individual students at AFFILIATE for five (5) years from the date of graduation, and AFFILIATE shall have no responsibility to maintain any records. In the event of pending litigation involving such records, those records shall be maintained until a resolution of the legal action is reached. AFFILIATE will refer all requests for information respecting such records to UNIVERSITY.
5. **Health Status**. Students must provide documents to show that they have received, if applicable to the program and required by the AFFILIATE, relevant immunizations, a recent tuberculosis skin test, proof of immunity to childhood communicable diseases, screening for PPD, current physical, have qualifying health status to work directly with constituents where applicable, and any other information reasonably requested by AFFILIATE from time to time.
6. **Student Background Information**. UNIVERSITY shall require student to complete a background check. If applicable to the program, Students shall provide FBI fingerprinting, and any other information reasonably requested by the AFFILIATE. This information shall be made available by the student upon request for review by the AFFILIATE.
7. **Students Assigned**. UNIVERSITY shall assign only those students who have satisfactorily completed the required course of study for the current rotation and who meet AFFILIATE's and UNIVERSITY's standards of health and ability. UNIVERSITY and AFFILIATE shall annually agree upon the number and schedule for such students.

8. **Student Awareness of Confidentiality.** UNIVERSITY shall insure that all its students placed at AFFILIATE have been educated as to the concepts of privilege and confidentiality in a hospital or community-based practice as well as executing and complying with the terms and conditions contained in Attachment "A".
9. **Independent Contractor.** AFFILIATE shall notify each student that: (a) he/she shall not be deemed to be an employee of AFFILIATE for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any program because of participation in this educational experience; (b) each student is placed with AFFILIATE as a part of an academic curriculum and those duties performed by the student are not performed as an employee, but in fulfillment of these academic requirements; and (c) the student shall not, at any time, replace or substitute for any employee of AFFILIATE.
10. **Insurance.** Each party shall provide and maintain adequate Insurance for itself, its agents, its employees, and its students participating in this Program. In no event shall the professional liability insurance coverage be in an amount less than One Million Dollar (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, whichever is greater. In the event that a party maintains professional liability insurance on a claims made basis, such party shall secure and maintain tail coverage insurance. Upon request of a party, the other party shall supply certificates of insurance evidencing such coverage. In the alternative, AFFILIATE may also choose to satisfy its obligations to maintain insurance hereunder by maintaining a policy of self-insurance. Both parties are prohibited from accepting service of legal papers on behalf of the other party, its agents or any of its insured. AFFILIATE's insurance shall be primary and non-contributory to any of UNIVERSITY's insurance policies. This section shall survive the expiration or termination of this Agreement.
11. **Training.** AFFILIATE shall provide a training rotation for UNIVERSITY's students which meets the mutually agreed upon objectives designed for the educational experience of such students.
12. **Supervision.** AFFILIATE shall provide supervision of all of its services and activities and shall have full responsibility and authority over AFFILIATE's administration.
13. **Name and Logo.** No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
14. **Publications.** Students must obtain prior written approval of AFFILIATE and UNIVERSITY before publishing any material relating to the program experience.
15. **Exclusivity.** 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. This Agreement is not exclusive.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior discussions, agreements or understandings, whether verbal or in writing, are hereby merged into this Agreement.
17. **Amendment.** No amendment or modification to this Agreement shall be effective unless the same is in writing, signed by the parties to be charged.
18. **Non-Discrimination.** Neither AFFILIATE nor UNIVERSITY shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state or local law or regulation.
19. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without the

prior written consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.

20. **Severability.** If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

21. **Authority.** Each party represents that it has the authority to enter into and be bound by this Agreement.

22. **Waiver.** The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.

23. **Facilities.** UNIVERSITY's students may not have access to AFFILIATE's facilities for any reason other than field education instruction unless permission has been obtained from appropriate AFFILIATE personnel in advance.

24. **Notices.** Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail or national delivery service such as UPS or Federal Express, postage prepaid, certified mail, return receipt requested, and addressed to the respective party at the address set forth below, or any such address as may specify by written notice given to the other party in the manner specified herein:

**AFFILIATE:**                    **Lexington-Fayette Urban County Government, Department of  
Parks and Recreation – Therapeutic Recreation  
Anessa Snowden, CTRS, CARSS II  
545 N Upper Street,  
Lexington, KY 40508  
859-288-2928  
[asnowden@lexingtonky.gov](mailto:asnowden@lexingtonky.gov)**

**UNIVERSITY:**                **Clemson University  
Parks Recreation Tourism Management  
ATTN: Recreational Therapy  
263 Lehotsky Hall  
Clemson, SC 29634**

With a copy to:                **Office of General Counsel  
207 Sikes Hall  
Clemson, SC 29634**

25. **Confidentiality.** To the extent permitted by law, UNIVERSITY agrees that any information and documents including, without limitation, data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology (collectively, the "**Confidential Information**") concerning AFFILIATE, its constituents, affiliates, employees, agents, or representatives that are submitted under this Agreement or which UNIVERSITY becomes aware of during the course of its performance hereunder are confidential and proprietary to AFFILIATE. UNIVERSITY shall hold all Confidential Information in the strictest confidence and shall protect all Confidential Information with a substantially similar degree of care to that which it exercises with respect to its own proprietary information and in accordance with any and all applicable laws and regulations. UNIVERSITY shall obtain no proprietary rights (directly or indirectly) in or to any such materials. UNIVERSITY shall not disclose the Confidential Information to any third party without the prior written consent of AFFILIATE unless required by law in which event, the UNIVERSITY will, to the extent legally permitted; promptly notify

AFFILIATE of such request. Upon AFFILIATE's written request, UNIVERSITY shall promptly turn over and return to AFFILIATE all Confidential Information (in whatever form or media) or upon the written direction of AFFILIATE, destroy the Confidential Information; provided, however, that UNIVERSITY may retain one (1) copy of any Confidential Information for the sole purpose of determining its ongoing obligations herein, or for any other reason approved by AFFILIATE.

26. **Sanctioned Persons.** AFFILIATE represents and warrants to UNIVERSITY that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; (e) have not been listed on the Commonwealth of Pennsylvania list of Precluded Providers; and (f) are not a debarred or suspended contractor of the Commonwealth of Pennsylvania. AFFILIATE shall immediately notify UNIVERSITY in the event that AFFILIATE is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Agreement, afforded by law, or in equity, UNIVERSITY may terminate this Agreement, without penalty, with five (5) days written notice, in the event that UNIVERSITY has determined that AFFILIATE is in breach of this provision.

27. **Records.** Prior to the end of a student's rotation at AFFILIATE shall require each student to complete the records and documentation as required by the AFFILIATE as part of the training. Failure to complete such records in a timely manner and in accordance with AFFILIATE's records policy may preclude student from: (i) receiving a written evaluation; and (ii) participating in any other rotation at AFFILIATE.

28. **Family Educational Rights and Privacy Act:** AFFILIATE warrants that it will not make available or distribute any student education records it receives from UNIVERSITY in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. AFFILIATE agrees to limit access to student educational records as defined by FERPA to its employees with a legitimate need to know in order for AFFILIATE to fulfill its obligations under this agreement. AFFILIATE warrants that it has procedures in place to prevent unauthorized access to data provided by UNIVERSITY, and the procedures will be documented and available to UNIVERSITY upon request. AFFILIATE will notify UNIVERSITY immediately in the event of a security breach that could or does impact UNIVERSITY records or data. AFFILIATE agrees to notify UNIVERSITY immediately if it receives a subpoena, court order or other request for UNIVERSITY data so UNIVERSITY can take appropriate action if needed.

29. **Cooperation Regarding Claims.** The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative in multiple originals.

AFFILIATE

UNIVERSITY

By: Linda Gorton  
Name: Linda Gorton  
Title: Mayor

By: Robert J. Jones  
Name:  
Title:

**Attachment "A"**

**Statement of Confidentiality, HIPAA Minimum Necessary Consent and Responsibility**

I understand and agree to comply with the terms of the Student Affiliation Agreement, as amended from time to time (the "Agreement"), by and between **Lexington-Fayette Urban County Government** ("Affiliate") and **Clemson University** ("University") to receive training and experience in recreational therapy (the "Program").

As consideration for allowing me to participate in the Program at Affiliate, I understand that my role as a participant in the Program is contingent upon compliance with all policies and rules of Affiliate. In addition, I understand that I am required to keep confidential patient protected health information. I recognize and acknowledge that during the course of my participation in the Program, I may become aware of such private and confidential information and that I have access to such information as part of the Program and for educational and training purposes only. I agree to keep this information confidential forever and not to use or disclose it to others, including all members of Affiliate's workforce, and its entities, patients and family members, unless there is a need to know and I am otherwise authorized by: (a) Affiliate; (b) Affiliate's policies and procedures; (c) the patient (for that patient's specific information); or (d) where appropriate, as required by law. I understand that I must comply with Affiliate's policies and procedures, including but not limited to those regarding protected health information under HIPAA laws and regulations and I acknowledge that I have been trained in the appropriate uses and disclosures of protected health information as they relate to my specific role as a participant in the Program.

The undersigned, intending to be legally bound, has reviewed this Statement of Confidentiality, HIPAA Minimum Necessary Consent and Responsibility, and agrees to abide by same.

Student Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment "B"**

**Academic Programs Participating in the Affiliation Agreement**

Select those that apply to this affiliation agreement

	Athletic Training
	Communication Sciences and Disorders (Speech Therapy)
	Exercise Science
	Health Information Management
	Nursing
	Occupational Therapy
	Physical and Health Teacher Education
	Physical Therapy
	Pre-Health Professions
	Public Health
XXX	Recreational Therapy
	Social Work