

**STUDENT AFFILIATION AGREEMENT
FOR TEMPLE UNIVERSITY STUDENTS AT NON-TU ENTITIES**

This Student Affiliation Agreement (“Agreement”) is entered into as of this 7th day of December, 2017 (the “Effective Date”) by and between **TEMPLE UNIVERSITY – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION on behalf of its College of Public Health 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 from the Effective Date above unless either party gives written notice of termination to the other party at least ninety (90) 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, as well as AFFILIATE’s accreditation standards including, in part, The Joint Commission, where applicable.
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 six (6) 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.** UNIVERSITY shall require that all students placed at AFFILIATE 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 that all students placed at the AFFILIATE have retrieved relevant background information as may be applicable to the program and required by the AFFILIATE including criminal and child abuse history, 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.** UNIVERSITY 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 Comprehensive General Liability and Professional Liability Insurance for itself, its agents, its employees, and its students participating in this Program at levels sufficient to support the indemnification obligations assumed herein. In no event shall the professional liability insurance coverage be in an amount less than required by The Commonwealth of Pennsylvania or 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. **Indemnification.** To the extent permissible at law, each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties).

12. **Emergency Medical Treatment.** If any of UNIVERSITY's students participating in the program covered by this Agreement should require emergency medical treatment while at AFFILIATE, AFFILIATE will provide the required treatment at a fee no greater than customarily charged to the general public or will arrange for the required treatment in the same manner that it would for its own employees. Such expenses shall be the sole responsibility of the student.

13. **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.

14. **Supervision.** AFFILIATE shall provide supervision of all of its services and activities and shall have full responsibility and authority over AFFILIATE's administration.

15. **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.

16. **Publications.** Students must obtain prior written approval of AFFILIATE and UNIVERSITY before

publishing any material relating to the program experience.

17. **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.

18. **Applicable Law.** This Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its choice of law doctrine.

19. **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.

20. **Amendment.** No amendment or modification to this Agreement shall be effective unless the same is in writing, signed by the parties to be charged.

21. **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.

22. **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. Notwithstanding the foregoing, UNIVERSITY shall be permitted to assign its rights and obligations under this Agreement to any other person, entity, or organization affiliated with Temple University Health System, Inc. or UNIVERSITY without the consent of AFFILIATE.

23. **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.

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

25. **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.

26. **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.

27. **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
545 N UPPER STREET
LEXINGTON, KY 40508
859-288-2928
asnowden@lexingtonky.gov

UNIVERSITY: Temple University - Of The
Commonwealth System of Higher Education
College of Public Health
Senior Director, Office of Practice & Engagement
1938 Liacouras Walk
Philadelphia, PA 19122

With Copy to: Temple University
Office of University Counsel
Attn: University Counsel
1330 Polett Walk, Suite 300
Philadelphia, PA 19122

Notwithstanding the above either party may also provide notice by personal delivery.

28. **Confidentiality.** 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.

29. **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.

30. **Records.** Prior to the end of a student’s rotation at AFFILIATE, UNIVERSITY 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.

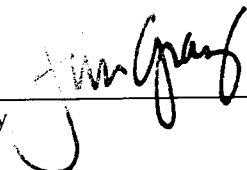
31. **Jointly Drafted.** This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.

32. **Counterparts.** Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means.

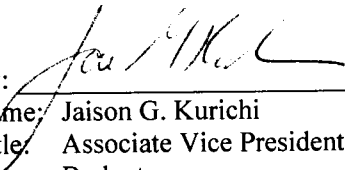
33. **Cooperation Regarding Claims.** The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with 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

By: 
Name: Jim Gray
Title: Mayor

UNIVERSITY

By: 
Name: Jaison G. Kurichi
Title: Associate Vice President for Budget

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 **Temple University – Of The Commonwealth System of Higher Education** ("University") to receive training and experience in Therapeutic Recreation (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
XXXX	Recreational Therapy
	Social Work