

Sample Affiliation Agreement

Name of College

Department

Title of Program

THIS AFFILIATION AGREEMENT is made and entered into this ____ day of _____, by and between [Name of College] ("College") located at [address] and [Name of Facility] ("Facility") located at [address].

RECITALS

WHEREAS, the College is an accredited post-secondary college that offers a training program to educate students in the field of Lactation Consultant;

WHEREAS, the objective of its Lactation Consultant program is prepare its students to perform those Lactation Consultant tasks that will enable them to work as an entry-level Lactation Consultant upon successful completion of the Lactation Consultant program;

WHEREAS, the College has designed its Lactation Consultant program to provide the academic preparation of its students through classroom instruction and laboratory practice and to provide clinical and practical experience through a Clinical Internship Program by assigning to the Facility a student(s) who has satisfactorily completed the prerequisite didactic portion of the curriculum;

WHEREAS, the Facility recognizes the need for a clinical internship program for qualified students to prepare for the practice of Lactation Consultant, it desires to participate in providing such a Program to the College for the required segment of its Lactation Consultant program; and

WHEREAS, the College and the Facility desire to cooperate for the purpose of implementing the Program for students enrolled in the Lactation Consultant Program at the College and, in consideration of the aforementioned and mutual promises contained herein, the parties hereby agree as follows:

A. The College agrees:

1. To assume the responsibility for planning a Lactation Consultant educational program including, but not limited to, the student selection, programming, administration, general supervision, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.
2. To coordinate all aspects of the Program in the Facility with an individual designated by the Facility for such coordination.
3. To be responsible for preparing, in conjunction with Facility, the schedule for the Program, including student assignments, dates, times, number of students and instructors, and the clinical experiences to be included in the Program.
4. To give the Facility reasonable prior notice of any proposed changes to any assigned student's clinical schedule.
5. To maintain a policy of professional liability insurance for itself, its faculty and student(s) throughout the term of this Agreement. Maintain a policy of commercial general liability insurance for itself, its faculty and student(s) throughout the term of this Agreement and

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provide certificates of insurance confirming the professional liability and commercial general liability coverage to the Facility upon request.

6. To indemnify the Facility, its past and present officers, employees and parent company, affiliates, subsidiaries and/or agents and hold the Facility, its past and present officers, employees and parent company, affiliates, subsidiaries and/or agents harmless from and against any and all liability, losses, damage, causes of action, consequential damages or lost profits, which directly or indirectly arise out of the internal acts or omissions to act or negligence of the College its past and present officers, employees and parent company, affiliates, subsidiaries and/or agents in connection with the activities described or referred to in this Agreement.
7. To require each participating student to sign a Statement of Confidentiality provided by the Facility.
8. To keep evaluation reports and timesheets on each assigned student's clinical experience and to assure the Facility that the College has the overall responsibility for student evaluations.
9. Accident Insurance. Subject to the terms of the policy.

B. The Facility agrees:

1. To use its best efforts to confirm each student's acceptance in the Internship Program on a verification form to be supplied by the College at least 30 days in advance of the start of each student's participation in the Internship Program.
2. To retain complete responsibility for patient care which is totally under its control and supervision.
3. To supervise assigned students in a manner that will provide for a meaningful clinical education and safe practice.
4. To cooperate with the College faculty in planning and evaluating the Internship Program and to maintain such records (attached as exhibits) as are necessary to that end of the student's participation in the program.
5. To provide and make available if possible, a clinical supervisor and facilities needed for training the participating student(s) during the Internship Program.
6. To make appropriate areas of the Facility available for each assigned student's use and clinical experience, including, but not limited to, the necessary equipment and supplies, cafeteria, library and parking facilities, classroom and conference room.
7. To furnish the College with all appropriate rules and regulations of the Facility in order that it can be disseminated to each assigned student.
8. To refer disciplinary problems to the College Clinical Coordinator.
9. To submit any request for the withdrawal of any student(s) from the Facility in writing and include a statement of the student's conduct. However, the faculty reserves the right to immediately remove any student(s) from the Facility in case of rule violations leading to unsafe practice or detrimental effect to the Facility, its patients, or other student(s).

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10. In case of an accident or injury to any assigned clinical student(s) or faculty member(s) of the College, to provide emergency medical treatment to the participating student(s) or faculty member(s) while at the Facility. The cost of the emergency treatment is to be paid for by the injured student(s).
11. In the event this agreement is terminated by either party, to give the student(s) assigned to the Facility at the time of the termination the opportunity to complete their clinical education at the Facility.

C. Both parties agree:

1. At no time will the assigned student(s) be considered an employee of the Facility.
2. Neither party shall, in the operation of this Agreement discriminate against any individual on the basis of race, religion, sex, creed, national origin, sexual orientation or physical or mental handicap unrelated to ability.
3. The term of this Agreement shall be for one (1) year effective from the date set forth on page 1 of this agreement and shall be automatically renewed for additional year periods unless canceled by ninety (90) days written notice by either party prior to any annual termination date. The Agreement will be reviewed annually by the administrative staffs of both the College and the Facility.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto, with the intention to be legally bound hereby, have caused this Agreement to be duly executed by their respective officers thereunto duly authorized and empowered, this _____ day of _____.

COLLEGE

Name of Person to Sign this Agreement:

Title:

Signature: _____

FACILITY

Name of Facility:

Address:

Telephone Number:

Fax Number:

Name of Person to Sign this Agreement:

Title:

Signature: _____