



AFFILIATION AGREEMENT FOR STUDENT CLINICAL PLACEMENT AND INSTRUCTION

This Affiliation Agreement for Student Clinical Placement and Instruction (hereinafter “Agreement”) is made by and between:

Gannon University

The checked boxes indicate the academic program(s) included in this agreement

Erie Campus 109 University Square Erie, PA 16541		Ruskin Campus 105 Commercial Center Dr. Ruskin, FL 33573	
<input type="checkbox"/>	Applied Exercise Science	<input type="checkbox"/>	Doctor of Physical Therapy
<input type="checkbox"/>	Doctor of Physical Therapy	<input type="checkbox"/>	Occupational Therapy Doctorate
<input type="checkbox"/>	Master of Athletic Training	<input type="checkbox"/>	Master of Physician Assistant
<input type="checkbox"/>	Master of Occupational Therapy	<input type="checkbox"/>	Master of Speech-Language Pathology
<input type="checkbox"/>	Master of Physician Assistant	<input type="checkbox"/>	
<input type="checkbox"/>	Master of Sport and Exercise Science	<input type="checkbox"/>	
<input type="checkbox"/>	Radiologic Sciences	<input type="checkbox"/>	
<input type="checkbox"/>	Respiratory Care Program	<input type="checkbox"/>	
X	Speech-Language Pathology	<input type="checkbox"/>	
<input type="checkbox"/>	Villa Maria School of Nursing	<input type="checkbox"/>	

(hereinafter “University”)

and

Wattsburg Area School District, 10782 Wattsburg Road, Erie, PA 16509

Name and Address of Facility

(hereinafter “Clinical Facility”).

WITNESSETH:

WHEREAS, University and Clinical Facility agree that the primary purpose of their affiliation and this Agreement is to provide University’s students with quality learning experiences; and

WHEREAS, the University has ultimate responsibility for its students learning experiences; and

WHEREAS, the Clinical Facility has ultimate responsibility for quality patient care; and

WHEREAS, University desires to place its students in clinical learning experiences at Clinical Facility; and

WHEREAS, Clinical Facility is willing to receive University students for clinical learning experiences at Clinical Facility and has agreed to allow University students to utilize its facilities for this purpose;

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

ARTICLE I

Term and Termination

- Section 1.1 The “date of execution” or “execution date” of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the “date of execution” or “execution date” of this Agreement shall be defined as the date of execution by the party last executing this Agreement.
- Section 1.2 This Agreement shall become effective on the Execution Date and shall continue in effect until terminated as provided in this Article.
- Section 1.3 Upon University's knowledge of a material breach by Clinical Facility of this Agreement, University shall provide an opportunity for Clinical Facility to cure the breach or end the violation and University may terminate the party's affiliation upon written notice if Clinical Facility does not cure the breach or end the violation within the time specified by University.
- Section 1.4 Upon Clinical Facility's knowledge of a material breach by University of this Agreement, Clinical Facility shall provide an opportunity for University to cure the breach or end the violation and Clinical Facility may terminate the parties' affiliation upon written notice if University does not cure the breach or end the violation within the time specified by Clinical Facility.
- Section 1.5 Either party may terminate this Agreement for any other reason, not related to a material breach of the Agreement, upon six (6) months written notice.
- Section 1.6 Upon termination of this Agreement for any reason pursuant to Section 1.3, 1.4 and 1.5 said termination shall in no way affect the University's students participating in a clinical learning experience with Clinical Facility at the time of notice of termination.
- Section 1.7 Notwithstanding the foregoing, the parties acknowledge that Clinical Facility retains the right to remove University's students or faculty from a clinical learning experience or from Clinical Facility's location when patient care is jeopardized (e.g., unsatisfactory clinical performance, violation of policies or procedures or

other misconduct) after consultation with the University, unless the situation dictates immediate removal.

ARTICLE II

Indemnification

- Section 2.1 Clinical Facility agrees to indemnify Gannon against any liability, loss or damage Gannon may suffer as a result of claims, demands, costs or judgments against it arising out of damage or injury, including death, to persons or property caused by or sustained in connection with Gannon students performing the clinical field activities contemplated hereunder or by conditions created thereby, to the extent the same (a) do not arise from any fact, event or circumstance which would constitute a default or breach of any agreement or obligation of Gannon or Gannon students under this Agreement, including, but not limited to, Gannon's failure to adequately and properly direct, supervise or instruct Gannon students in clinical field activities or (b) are not attributable to the fault, neglect or breach of statutory duty of Gannon, Gannon students or persons under their direction or control, in which case Clinical Facility shall be responsible for its proportion of fault. In case any claim should be brought or an action filed with respect to the subject of the indemnity herein, Gannon shall promptly notify Clinical Facility of such claim..
- Section 2.2 Gannon agrees to indemnify Clinical Facility against any liability, loss or damage Clinical Facility may sustain as a result of claims, demands, costs or judgments against it arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance by Gannon students of the clinical field activities contemplated hereunder or by conditions created thereby, to the extent the same (a) do not arise from any fact, event or circumstance which would constitute a default or breach of any agreement or obligation of Clinical Facility under this Agreement, including, but not limited to, its failure to adequately and properly direct, supervise or instruct Gannon students in clinical field activities, or (b) are not attributable to the fault, neglect or breach of statutory duty of Clinical Facility or persons under their direction or control, in which case Gannon shall be responsible for its proportion of fault. In case any claim should be brought or an action filed with respect to the subject of the indemnity herein, Clinical Facility shall promptly notify Gannon of such claim.

ARTICLE III

Insurance

- Section 3.1 University shall ensure that its students and faculty are covered through a general liability insurance policy, issued to the University, with a limit of at least \$1,000,000.00 per incident/\$3,000,000.00 annual aggregate; and a Professional Liability policy with a \$1,000,000.00 limit per claim/ \$3,000,000.00 aggregate.

At Clinical Facility's request, a copy of the certificate of liability insurance, policy number and amount of insurance coverage shall be furnished to Clinical Facility.

ARTICLE IV
Responsibilities of University Associated with
Student Clinical Placement and Instruction

- Section 4.1 Conduct the programs in accordance with the standards of the University and the educational accrediting agency for designated programs.
- Section 4.2 Assume and maintain full responsibility for the planning and execution of the designated educational programs including programming, administration, curriculum content, faculty appointments and administration, and requirements for matriculation, promotion and graduation.
- Section 4.3 Interpret to the professional staff of the Clinical Facility curriculum needs and revisions that affect the planning for the use of clinical resources.
- Section 4.4 Be responsible for the student's practice of appropriate evaluation, treatment, and follow-up preparation for the clinical experience to insure quality patient care.
- Section 4.5 Be responsible for preparing students for the clinical education phase of their education and informing the Clinical Facility professional staff of the clinical objectives of the desired learning experiences.
- Section 4.6 Advise the assigned student relative to the obligation to comply with existing policies and procedures of the Clinical Facility.
- Section 4.7 Refer to the Clinical Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- Section 4.8 Provide adequate written information to the Director of the Clinical Facility and Center Coordinator of Clinical Education regarding numbers of students and clinical experiences needed at least 90 days prior to the start of a clinical experience, and submit written schedules giving names of students at least four weeks in advance, unless otherwise agreed.
- Section 4.9 Initiate as appropriate, individual and group conference with the Clinical Facility Staff for the purpose of discussing the clinical education program, student performance, and the patient services.

- Section 4.10 Withdraw any student from the clinical education program when such student is unacceptable for reasons of health, performance or any other reasonable cause.
- Section 4.11 Provide for the Center Coordinator and selected supervisors/clinical instructors' access to educational opportunities.
- Section 4.12 Provide educational seminars/workshops pertinent to clinical education for the Clinical Facility's professional staff who have supervisory responsibilities for students from the University.
- Section 4.13 The designated educational programs of Gannon University shall direct its students and faculty participating in the clinical experience to maintain as confidential all patient records and patient data to which they may have access at the Clinical Facility and to obtain appropriate authorizations for the disclosure or copying of such records or data.
- Section 4.14 No individual participating in this program shall be discriminated against because of race, color, age, national origin, sex, religion, or handicap.
- Section 4.15 Representatives of the University and the Clinical Facility will meet annually, if geographically possible, for joint review of the use of the center's clinical facilities.
- Section 4.16 Physical therapy, occupational therapy, athletic training, and physician assistant clinical program participants employed by the clinical center and by the University must be mutually acceptable to the administrators of the facility and the University.
- Section 4.17 Faculty, professional staff and students will work together to maintain an environment which provides quality patient services and educational experiences.
- Section 4.18 Establish the educational objectives for the clinical experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the clinical experience.
- Section 4.19 The faculty of the designated education program has the final responsibility for the students' clinical practice.
- Section 4.20 Emergency care may be provided at the clinical facility or the facility chosen by the clinical facility at the expense of the individual involved.

ARTICLE V
Responsibilities of Clinical Facility Associated with
Student Clinical Placement and Instruction

- Section 5.1 Provide a planned, supervised program of clinical experience in accordance with cooperative development by designated clinical staff and faculty.
- Section 5.2 Provide that the student be assigned to appropriate, selected patients and be allowed to participate in their care as determined by the Center's departmental policies and with supervision at the discretion of the supervising physical therapist, occupational therapist, athletic trainer, physician assistant/ mid-level practitioner, or physician. In those cases, where the supervising physical or occupational therapist, athletic trainer or physician assistant/ mid-level practitioner, or physician chooses to assign a student to care for a patient with a dysfunction which has not been covered in the academic program or to carry a treatment technique which has not been covered in the academic program, the supervising physical or occupational therapist, athletic trainer, physician assistant/ mid-level practitioner or physician shall assume the responsibility for ensuring the student has sufficient knowledge and skill to participate in the patient's care in a safe and effective manner.
- Section 5.3 No individual participating in this program shall be discriminated against because of race, color, age, national origin, sex, religion, or handicap.
- Section 5.4 Representatives of the University and the Clinical Facility will meet annually, if geographically possible, for joint review of the use of the center's clinical facilities.
- Section 5.5 Physical therapy, occupational therapy, athletic training, and physician assistant clinical program participants employed by the clinical center and by the University must be mutually acceptable to the administrators of the facility and the University.
- Section 5.6 Faculty, professional staff and students will work together to maintain an environment which provides quality patient services and educational experiences.
- Section 5.7 Establish the educational objectives for the clinical experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the clinical experience.
- Section 5.8 The faculty of the designated educational programs has the final responsibility for the students' clinical practice.
- Section 5.9 Emergency care may be provided at the clinical facility or the facility chosen by the clinical facility at the expense of the individual involved.

ARTICLE VI

Other Terms

- Section 6.1 This Agreement contains the entire understanding between the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein. The provisions of this Agreement shall not be modified or changed except by a written instrument signed by both parties.
- Section 6.2 This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania. In the event that any portion of this Agreement is found to be inoperable or against public policy, then this Agreement shall be divisible and said inoperable portion shall not be construed so as to affect the validity of other provisions of this Agreement and such other provisions shall be and remain in full effect.
- Section 6.3 The headings preceding the text of the articles of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- Section 6.4 University's students and if applicable, faculty, that are assigned to Clinical Facility under this Agreement shall in no event become or be considered employees or agents of the Clinical Facility nor shall University's students or faculty be used as replacements for Clinical Facility employees.

ARTICLE VII

Compliance Responsibilities

- Section 7.1 University certifies that before its students are placed with Clinical Facility, students will have completed all health requirements for clinical learning experiences and conforms to health requirements of state and local governments, the Joint Commission for Accreditation of Health Care Organization (JCAHO), the Occupational Safety and Health Administration (OSHA) and Clinical Facility.
- Section 7.2 University shall direct its students to comply with the policies and procedures of Clinical Facility, including those governing the use and disclosure of individually identifiable health information. Furthermore, University shall train its students with respect to confidentiality requirements for protected health information under HIPAA regulations.

ARTICLE VIII

Notices

Section 8.1 Any notice required to be given under this Agreement, or any communication associated with the performance of this Agreement shall be directed to the following individuals:

To the University: (current as of July, 2022)

Erie	Ruskin
Applied Exercise Science Jenna Rappold Instructor/Clinical Coordinator Nagel002@gannon.edu Phone: 814-871-7671	Doctor of Physical Therapy Program Emilee Robinson, DPT Assistant Teaching Professor/DCE Robinson037@gannon.edu Phone: 813-658-4912
Doctor of Physical Therapy Program Courtney Roca, PT, DPT, Ed.D. Assistant Professor/Co-DCE roca001@gannon.edu Phone: 814-871-5710 Constance Lewis, PT, DPT Assistant Teaching Professor/Co-DCE lewis080@gannon.edu Phone: 814-871-5539	Occupational Therapy Doctorate Program Jennifer Castelli, OTD, OTR/L, CHT Assistant Professor/Academic Fieldwork Coordinator castelli001@gannon.edu Phone 813-658-4916
Master of Occupational Therapy Lindsay Church, MS, OTR/L Assistant Professor/Academic Fieldwork Coordinator church012@gannon.edu Phone: 814-871-7017	Master of Physician Assistant Program Scott French, MPAS, PA-C Assistant Professor/ DCE French006@gannon.edu Phone: 813-658-4914
Master of Athletic Training Program John Roberts, Ph.D., ATC Assistant Professor/Coordinator of Clinical Education Roberts043@gannon.edu Phone: 814-871-5783	Master of Speech-Language Pathology Felix Matias, M.S., CCC-SLP Assistant Teaching Professor/Clinical Coordinator Matias001@gannon.edu Phone: 813-658-4946
Master of Physician Assistant Program Natasha Camera, MPAS, PA-C Assistant Teaching Professor/Director of Clinical Education camera003@gannon.edu Phone: 814-871-5549	
Master of Sport and Exercise Science Kory A. Stauffer, Ph.D. Professor/Program Director stauffer005@gannon.edu Phone: (814) 871-7515	
Radiologic Sciences Suzanne Sturdivant M.Ed., RT(R),(M),(CT) Associate Teaching Professor/Program Director sturdiva001@gannon.edu Phone: 814-871-5636	
Respiratory Care Program Joshua (Josh) Henry, RRT-NPS Instructor/Director of Clinical Education henry022@gannon.edu Phone: 814-871-5638	

Speech-Language Pathology Program Nicole Lewis, M.S., CCC-SLP Coordinator of Clinical Education Lewis085@gannon.edu Phone: 814-871-5398	
Villa Maria School of Nursing Dawn C. Joy PhD, RN, CNE Assistant Professor/Associate Dean and Director Joy002@gannon.edu Phone: 814-871-5520	

IN WITNESS, WHEREOF, the parties have executed this Agreement the day and year written below.

Clinical Facility:

Gannon University:

Authorized Signature

Walter Iwanenko, Ph.D
Provost and VP for Student Experience

Kenneth Berlin
Printed Name

Superintendent
Title/ Position

Date

Date