

# AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Regents of the University of Idaho, a public corporation, educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (the "University"), whose address is Office of the Provost, University of Idaho, Moscow, Idaho 83844 and \_\_\_\_\_ a \_\_\_\_\_ corporation (the "Site"), whose address is \_\_\_\_\_.

## RECITALS

The University owns, operates, and maintains a land grant university and as such provides educational and other related services to the residents of the state of Idaho and others;

The University is an Internal Revenue code Section 501(c)(3) and Section 115 corporation;

The University wishes to provide for \_\_\_\_\_ opportunities for certain of its \_\_\_\_\_ students in the Site's Department of \_\_\_\_\_.

The Site is a medical center properly qualified, licensed, and equipped to provide and capable of providing the aforementioned clinical opportunities to University students.

The foregoing recitals are incorporated into and made an integral part of this Agreement.

WHEREFORE, the parties agree as follows:

1.0 The University will select and assign the students to participate in the clinical opportunity provided for in this Agreement. The University and the Site will jointly plan the clinical opportunity and experience prior to its occurrence and each will consult with the other throughout the clinical experience. The Site will place students with clinicians holding \_\_\_\_\_ registration. The clinicians will supervise students in accordance with \_\_\_\_\_ requirements. While on property owned or controlled by the Site, students will conduct themselves in accordance with the Site's rules and regulations. However, the University shall not be responsible for a student's failure to comply with said rules and regulations.

2.0 The Site will retain full responsibility for the care of clients and will maintain administrative and professional supervision of the students insofar as their presence affects the operation of the Site and/or the care, direct or indirect, of clients, customers, and/or patients.

3.0 Students placed at the Site shall obtain professional malpractice liability insurance. The student shall provide proof of such coverage to the Site prior to being placed at the site. The Site shall be responsible for ensuring proper malpractice liability insurance coverage and shall immediately notify the University if any student does not have such coverage.

4.0 The Site shall provide emergency medical care if the student is injured during the learning experience, and the student shall bear the cost of such care.

5.0 The University shall pay the Site \_\_\_\_\_ (\$\_\_\_\_\_) per hour for up to \_\_\_\_\_ (\_\_\_\_) hours of clinical supervision during this Agreement period.

6.0 Appropriations clause. If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the state of Idaho, which appropriation shall be in the state of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the state of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

7.0 Regents' approval. This Agreement may be subject to approval by the Regents of the University of Idaho or the Executive Director of the Board of Regents, and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

8.0 Compliance with Governor's Executive Order. In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

9.0 Indemnity by the Site. The Site shall indemnify, defend and hold the University and its governing board, employees, agents, and assigns harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including reasonable attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on the Site's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the Site, or any of its agents, contractors, employees, invitees, licensees, or guests. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the University, its agents, or its assigns, or when the claim or suit is made against the University by the Site. The University shall promptly notify the Site of any such claim of which it has knowledge and shall cooperate fully with the Site or its representatives in the defense of the same.

10.0 Indemnity by the University. Subject to the limits of liability specified in Idaho Code 6- 901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold Site and its agents and assigns harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's performance under this agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Site, its agents, or its assigns, or when the claim or suit is made against the Site by the University. The Site shall promptly notify the University of Idaho Office of Risk Management, ADO 201, Moscow, Idaho 83844-3149, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. The University's liability coverage is provided through a self-funded liability program administered by the Idaho Bureau of

Risk Management. Limits of liability, and this indemnification, are \$500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act and this Agreement.

11.0 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

12.0 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

13.0 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:           The Regents of the University of Idaho  
                                  Office of the Provost  
                                  University of Idaho  
                                  Moscow, ID 83844-3152  
                                  Phone: (208) 885-6448  
                                  FAX: (208) 885-6558

the Site:                   \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

14.0 **Severability**. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

15.0 Term. This Agreement shall be in effect for \_\_\_ year(s) from the date of this Agreement and shall terminate upon the expiration of its term unless: (a) it is renewed for another one year term, in writing by the parties, or (b) the parties continue to perform under this Agreement after the expiration of its term, whereby this Agreement shall be

continued only on a month to month term, which may be terminated by either party giving the other party a thirty day notice of its desire to terminate the Agreement.

16.0 Entire Agreement. This Agreement and the other documents to be executed by the parties hereunder, embody the entire agreement relative to the subject matter hereof, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein or in the documents to be executed hereunder and covered hereby, and in the case of any conflicts between any such documents, this Agreement shall control. This Agreement may be modified only in writing when signed by all the parties hereto.

17.0 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

18.0 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

19.0 No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

20.0 Equal Opportunity. The parties agree not to discriminate against any employee, applicant for employment, or student in the performance of this Agreement because of age, race, sex, color, religion, handicap or disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

21.0 **Assignment of Contract**. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by either party without the written consent of the University. Notwithstanding any assignment, the Site shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

WHEREFORE, this Agreement was executed as follows:

## The Regents of the University of Idaho

\_\_\_\_\_  
(Name) Date  
Department Head

\_\_\_\_\_  
(Name) Date  
Dean

\_\_\_\_\_  
(Name) Date  
Provost

\_\_\_\_\_  
(Name) Date  
Vice President for Finance and Administration

**(Other Party)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name Date

Its: \_\_\_\_\_