

ACADEMIC AFFILIATION AGREEMENT  
BETWEEN  
COLORADO STATE UNIVERSITY  
COLLEGE OF HEALTH AND HUMAN SCIENCES  
AND

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**THIS AGREEMENT**, effective as of \_\_\_\_\_, between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the benefit of the College of Health and Human Sciences, Fort Collins, CO 80523-1501 hereinafter referred to as "CSU" or "University", and \_\_\_\_\_, hereinafter referred to as "PROVIDER."

FACTUAL RECITALS

A. CSU is a land-grant state University with a tripartite mission of education, research and outreach and is a provider of education for students studying health and human sciences in fields including Assistive Technology, Occupational Therapy, Food Science and Human Nutrition, Health and Exercise Science, Human Development and Family Studies, Social Work, Counseling and Career Development, and other sciences, hereinafter referred to as "Programs," which require the educational facilities of PROVIDER and CSU desires students to have clinical educational experiences that can be provided by PROVIDER under the terms and conditions set forth in this Agreement.

B. Clinical or internship education and experience is an integral component of the University Program, and CSU desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize PROVIDER's premises to afford such students and faculty the opportunity to engage clinical educational experiences.

C. CSU desires to enhance the educational programs and clinical education of CSU's students by and through this Affiliation Agreement because PROVIDER's facility is a facility licensed by the state in which it does business, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes. PROVIDER is an established provider of such services.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, PROVIDER and CSU agree as follows:

1. RESPONSIBILITIES OF CSU

1.1 CSU will plan and implement an educational program for its students and will determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. CSU will determine a student's final grade. CSU will notify the PROVIDER of student(s)' assignment(s) and schedule(s), including the dates and purpose of affiliation, the name(s) of the student(s), and the level of academic preparation.

1.2 CSU will refer to the PROVIDER only those students who are adequately prepared as determined by CSU.

1.3 CSU will advise students and faculty assigned to PROVIDER of their responsibilities for complying with the policies, rules and regulations of the PROVIDER.

1.4 CSU will inform student(s) of their responsibility to maintain and to provide upon request a current health record showing the student's physical status, including Hepatitis B vaccination status and evidence of the student's immunization for mumps, measles and rubella (MMR), current Mantoux method PPD, training in Standard Transmission Precautions, and follow-up on exposures.

1.5 CSU's students will maintain health insurance and be responsible for all medical expenses incurred during a clinical or internship experience and such other health information as may reasonably be required by PROVIDER. CSU agrees to provide each student intern with a copy of any written policies or requirements supplied by PROVIDER in advance of the fieldwork assignment.

1.6 CSU is covered for worker's compensation insurance. This coverage is provided to those students who receive no pay or remuneration and are enrolled in required on-the-job training programs, EXCEPT student

teaching appointments and internships performed for CSU's own programs. CSU provides professional liability insurance for itself, as well as faculty, advisors and students, covering the furnishing of healthcare services by students within the scope of this Agreement as well as the training, advising and supervising of students by faculty and advisors, in an amount of \$2,000,000 per occurrence and \$5,000,000 aggregate. CSU warrants that at all times herein, it maintains Higher Education liability insurance for itself, its employees and faculty acting within the course and scope of their employment, in an amount of \$15,000,000 per occurrence. CSU's Higher Education liability insurance carries a self-insured retention of \$500,000 per occurrence. This insurance is excess over CSU's retention. If required by PROVIDER, CSU will furnish PROVIDER a copy of CSU's student professional liability insurance policy or certificate of insurance evidencing proof of coverage. If PROVIDER wishes to be added as an additional insured on CSU's student professional liability policy, PROVIDER must notify CSU and a certificate of student professional liability insurance certifying PROVIDER as an additional insured will be issued to PROVIDER. If required by PROVIDER, each student will be notified to obtain general liability insurance within PROVIDER'S required limits and to furnish evidence of such insurance to PROVIDER. CSU will notify each student to provide PROVIDER with any change in coverage at least ten days prior to any change going into effect.

1.7 CSU agrees to, at the written request of PROVIDER, remove from PROVIDER'S program any student who, in the discretion of PROVIDER, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to the PROVIDER'S provision of health care to its clients or which is contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by PROVIDER. PROVIDER retains the right to effect such removal, without prior notice, of any student if the circumstances are such that failure to remove the student would, in the judgment of PROVIDER, endanger the life, health or safety of any person or the safe and efficient operation of PROVIDER'S facility.

1.8 CSU agrees that it will advise each student that he or she may be subject to a requirement that a criminal background investigation be conducted before the student can commence the internship fieldwork assignment. Unless otherwise agreed in writing, PROVIDER shall be solely responsible for conducting the investigation, and PROVIDER agrees that CSU shall have no liability for the investigation or any decisions made by PROVIDER on the basis of the investigation. If PROVIDER requires CSU to conduct the investigation, a separate Background Check Addendum shall be executed by the parties in a form acceptable to CSU, stating the specific requirements of the investigation and that Provider acknowledges and agrees that CSU shall not be liable for any inaccuracy, omission, misinterpretation or error in the investigation report. CSU may require a student to sign a release of liability in connection with such investigation. PROVIDER agrees to promptly notify CSU of any decision made by PROVIDER on the basis of the investigation, regardless of which party conducts it.

## 2. RESPONSIBILITIES OF THE PROVIDER

2.1 PROVIDER will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or clients.

2.2 PROVIDER will make available to assigned students, appropriate accommodations, equipment and supplies in order to provide meaningful, supervised clinical educational experiences. Such accommodations will include an environment conducive to the learning process which conforms to PROVIDER'S customary practices and procedures.

2.3 PROVIDER will provide each student with access to a planned supervised program consistent with the educational objectives and program established by CSU. PROVIDER will evaluate the performance of the CSU student(s) in writing, using forms provided or approved by CSU. PROVIDER will permit CSU students to perform services for PROVIDER patients or clients only when under the direct supervision of a registered, licensed or certified PROVIDER caregiver licensed in the discipline in which supervision is to be provided. Students will work, perform assignments, and participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the PROVIDER.

2.4 PROVIDER will designate a member of its staff to coordinate this program and function as clinical supervisor with CSU's designated coordinator. Jointly, PROVIDER and CSU will develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

2.5 PROVIDER will advise CSU in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the PROVIDER and CSU will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program. PROVIDER has the right to require CSU to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of the affiliation.

### 3. MUTUAL RESPONSIBILITIES OF CSU AND PROVIDER

3.1 CSU and PROVIDER will establish education objective(s) for the affiliation, devise methods for their implementation, and evaluate their effectiveness. CSU and PROVIDER will determine the number of students assigned to the PROVIDER and the length of the assignment.

3.2 CSU and PROVIDER agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. The University's staff and Interns shall not act as the PROVIDER'S agents or representatives in any capacity, and shall not make any commitments on behalf of the PROVIDER.

3.3 CSU faculty, staff, and students will not be considered employees for any purpose, and will not hold themselves as employees or agents of PROVIDER or otherwise make any representation or commitment on behalf of PROVIDER; nor will PROVIDER staff be considered employees of CSU for any purpose, and will not hold themselves out as employees or agents of CSU or otherwise make any representations or commitments on behalf of CSU. PROVIDER will in no way be required to provide any pecuniary benefits, salaries, wages, or fringe benefits to faculty, staff or students of CSU, and likewise, CSU will in no way be required to provide such pecuniary benefits to employees or agents of PROVIDER. Notwithstanding the foregoing, if PROVIDER is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Intern shall be deemed a member of the PROVIDER'S workforce in accordance with 45 C.F.R. § 160.103 at all times while performing the Internship duties and activities for the PROVIDER. The PROVIDER shall be responsible for providing appropriate training and direction to the Intern concerning the confidentiality of the PROVIDER'S protected health information under HIPAA. The University will take reasonable measures to protect the confidentiality of any protected health information used or disclosed to the Intern for educational purposes.

3.4 Both parties will comply with the letter and spirit of applicable laws regarding discrimination on the basis of origin, race, color, sex, sexual orientation, age, religion, creed, gender identity, national origin, disability or any other basis protected by law.

3.5 Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA or the Buckley Amendment) in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this agreement and to the individual students. It is also agreed that each party will thoroughly orient their employees and agents of their obligations under FERPA and will maintain their practices in strict accordance with the requirements of that Act. Neither party will be permitted to authorize any further disclosure of educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of FERPA. Any permitted disclosure to persons or entities not a party to this Agreement will be under the condition that no further disclosure by such parties will be permitted.

3.6 The parties hereto understand and agree that liability for any claims for injuries to persons or property arising out of the acts or omissions of the University, its agents or employees or students will be controlled and limited by the provisions of CRS 24-10-101, *et seq.* The provisions of this Affiliation Agreement will be controlled, limited and otherwise modified by the above-cited laws. Nothing herein shall be construed as a waiver or limitation upon governmental and sovereign immunities conferred by law. In the event of a breach of this Agreement by either party, the sole remedy of the non-breaching party shall be agreement termination pursuant to section 3.10, and neither party shall, under any circumstances, be liable to the other for any money damages, expenses, or attorney fees.

3.7 Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

3.8 This Agreement will become effective on the date set forth first above, and will remain in effect for a period of five years thereafter, or as other provisions for termination contained herein may allow. In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of CSU who are participating in the clinical learning experiences at PROVIDER at the time of termination will be allowed to complete such clinical learning experience at PROVIDER for the then current school semester under the

terms and conditions herein set forth unless failure to terminate an existing clinical learning program would create an unreasonable risk of harm to any person.

3.9 Neither party to this Agreement will be deemed to be in violation of this Agreement if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy or statute, ordinance, regulation, rule or action or any applicable governmental entity.

3.10 Either party may terminate this Agreement during its term as follows:

(A) For breach, and that party seeking to terminate the Agreement will provide the other party written notice of the alleged cause. The alleged breaching party will have thirty (30) calendar days after receipt of notice to remove the cause or cure the breach. If the cause is removed or the breach cured within that 30-day period, the Agreement will remain in force and effect. In the event the cause is not removed or the breach is not cured within the 30-day period, the party providing notice may thereafter terminate the Agreement.

(B) Without cause, this Agreement may be terminated at any time for convenience by either party hereto upon ninety (90) days' written notice given in accordance with the Notice provision of this Agreement. The parties will make every reasonable effort to permit student interns whose fieldwork assignment with PROVIDER has commenced, or is scheduled to commence, to complete the assignment despite Agreement termination, and so long as such assignments remain in effect, all provisions of this Agreement shall remain in effect as to such students.

3.11 Notices. All notices required to be given pursuant to this Agreement shall be effective when delivered in writing by hand or by certified mail, return receipt requested, or by overnight delivery service with signature required upon delivery, or on the next business day when sent by facsimile transmission (actual receipt of which shall be confirmed by telephone call by the sending party to the receiving party), to the designated representative of the party to be noticed. A party may change its designated representative at any time by written notice given in the same manner as any other notice. The initial representatives are:

For PROVIDER:

Enter Name  
Address 1  
Address2  
City, State, Zip  
Telephone  
Fax  
e-mail

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CSU:

Enter Name Kody Roper - Assistant Professor  
Address 1 1588 Campus Delivery  
Address2  
City, State, Zip Fort Collins, CO 80523-1588  
Telephone 970-491-8798  
Fax N/A  
e-mail Kody.Roper@colostate.edu

With a copy to:  
Office of the General Counsel  
01 Administration Building  
Campus Delivery 0006  
Fort Collins, CO 80523-0006  
Phone: (970) 491-6270  
Fax: (970) 491-2118

3.12 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or any other provision.

3.13 Any headings used herein are for convenience only and do not limit or expand this Agreement.

3.14 No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

3.15 Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.



## Addendum Regarding Student Criminal Background Checks

This Addendum dated as of \_\_\_\_\_ is attached to and incorporated into that Student Internship Placement Agreement (“Agreement”) dated as of \_\_\_\_\_ by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University (“University” or “CSU”) and \_\_\_\_\_ (hereinafter “Provider”).

Whereas, the parties have agreed that student interns subject to the Agreement shall be subject to the requirement of a criminal background check, before commencing an internship assignment under the Agreement; and

Whereas, the parties mutually desire to enter into an addendum to the original Student Internship Placement Agreement specifying the procedures for conducting such a background check;

Now, therefore, the following provisions are adopted and made a part of the Agreement between the parties:

1. CSU agrees to provide background check information for each student intern desiring to enter Provider’s clinical program described above, subject to the following terms and conditions.
2. CSU will report to Provider the following categories of information, subject to ready availability and only as reported to CSU by the agencies and/or contractors conducting the investigation:
  - Criminal conviction records as reported by law enforcement agencies within the State of Colorado for seven (7) years previous to the date that the investigation is conducted, and in any counties outside of Colorado where the background check reports indicate that the student has lived during the last seven (7) years;
  - sex offender registry searches where available in the same jurisdictions as above;
  - maiden name/AKA name search in the same jurisdictions as above;
  - Office of Inspector General Excluded Individuals Report at <http://exclusions.oig.hhs.gov/search2.htm> and General Services Administration debarment list at <http://epls.arnet.gov>;
  - Central Registry for Child Protection and CBI checks as required by Colorado regulation, if requested by Provider; and
  - Any other category of information or verification procedure that is reasonably required by the established, written policy applicable to student interns of the Provider, if such requirements are provided in writing to CSU prior to commencement of the investigation.
3. The student will be required to sign a release and waiver authorizing CSU and/or its agent to obtain, review, and release to the Provider all information obtained, whether or not such information is within the categories of information set forth in the foregoing section. The student making the release has a right to review information contained in the background check report. The student may be required to sign any other release reasonably required by CSU including, but not limited to, any release required under applicable laws and regulations pertaining to such information.
4. Information contained in the background check shall be strictly confidential and shall be released only to CSU and the Provider. The Provider shall at all times strictly observe this confidentiality requirement and shall treat the student’s background information with due care, and in any event, with no less care than it treats the confidential medical and financial information of its own patients and clients.
5. Notwithstanding any other provision of this Agreement or any addendum, amendment or attachment

to this Agreement, CSU, its governing board, employees, faculty, and agents, make no representation or warranty with respect to the content of any criminal background check report or information provided pursuant to this Addendum, including, but not limited to, its accuracy or completeness, and shall not be held liable to the Provider, the student, or any other person or party, under any circumstances, for any injury, claim, demand, cause of action, loss, damage or expense arising from or in connection with the research, reporting, content, transmission or interpretation of any background check. At all times herein the liability of the State of Colorado, CSU, its governing board, officers, employees and authorized volunteers, acting within the scope of their authority, shall be strictly limited and controlled by the Colorado Governmental Immunity Act, CRS sec. 24-10-101, et seq., as now or hereafter amended. The Provider agrees that it has a non-delegable responsibility to exercise its own, independent judgment in determining whether the student meets its requirements for fitness to enter the program.

6. If Provider requests that CSU review the criminal background check information for the student on behalf of Provider, CSU will use its own internal review criteria to determine eligibility, unless Provider furnishes CSU with its own requirements for such review.

In witness whereof, the parties have executed this Addendum as of the day and year written first above.

**CSU:**

**PROVIDER:**

STATE OF COLORADO

The Board of Governors of the Colorado State University System, acting by and through Colorado State University for the College of Health and Human Sciences:

By: \_\_\_\_\_  
Authorized Representative      Date

By: \_\_\_\_\_  
Jennifer Aberle,  
Associate Dean Undergraduate Affairs

\_\_\_\_\_  
Name and Title

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

Notes on Use: This form may be used for Internship and practicum agreements which do not require the disbursement of funds by or on behalf of the State of Colorado. Variations from this standard form must be reviewed by the Office of the General Counsel prior to final execution of the agreement.