

**AFFILIATION AGREEMENT (CLINICAL)
by and between**

WICHITA STATE UNIVERSITY

and

THIS AFFILIATION AGREEMENT (CLINICAL) (“Agreement”), effective the _____ day of _____, (“Effective Date”) is by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas, 1845 Fairmount, Wichita, Kansas 67260-_____, on behalf of its College of Applied Studies (hereinafter “UNIVERSITY”) and _____ (hereinafter “FACILITY”), located at _____ (individually each a “Party,” and collectively “Parties”).

WHEREAS, UNIVERSITY offers insert type programs (the “Programs”); and

WHEREAS, the Parties desire to provide UNIVERSITY students (“Student(s)”) enrolled in the Programs with educational experiences by establishing one or more educational experience programs at FACILITY (the “Field Experience”).

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, UNIVERSITY and FACILITY agree as follows:

A. MUTUAL RESPONSIBILITIES. In connection with the Field Experience, the Parties agree:

1. To mutually establish the educational objectives of the Field Experience, devise methods for its implementation, mutually agree on the number of Students to participate in the Field Experience including the dates, times, and required level of academic preparation, and evaluate continually the effectiveness of the same;
2. To make no distinction among Students covered by this Agreement on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, political affiliation, status as a Veteran, genetic information or disability; and
3. To each identify qualified professionals to oversee the applicable aspects of the Field Experience, hereinafter referred to as either the Supervisor (employee of FACILITY) or Faculty Liaison (employee of UNIVERSITY).

B. THE UNIVERSITY AGREES:

1. To retain complete responsibility and authority over all academic aspects of the Programs, including planning and implementing curriculum for its Students, and accreditation of the Programs. UNIVERSITY shall conduct evaluations, maintain all grades and records, and conduct any UNIVERSITY disciplinary processes in the regular course of its business of educating its Students and in accordance with all applicable UNIVERSITY policies and procedures.
2. To establish and maintain communication with the Supervisor on items pertinent to the Field Experience; such communication may include, but not necessarily be limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information.
3. To notify the FACILITY no less than ten (10) days before the start of the Field Experience of the (i) name(s) and contact information for Student(s), (ii) dates and hours of assignment(s), (iii) each Student’s academic class designation, and (iv) the UNIVERSITY’s philosophy, purpose, and learning objective(s).
4. To refer to the FACILITY only those Students who have satisfactorily completed the prerequisite portion of the curriculum which is applicable to the Field Experience.
5. To notify Students: (a) that they are required to comply with all policies and procedures of FACILITY, including those regarding confidentiality of client records and information; (b) that they must conduct themselves in a professional manner at all times;

and (c) that they should promptly notify UNIVERSITY and FACILITY, as appropriate, of any concerns or problems which arise during the course of the Field Experience.

6. To require Students to maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional liability insurance, if requested by FACILITY in writing in each instance.
7. To encourage each Student participating in the Field Experience to acquire comprehensive health and accident insurance that will provide continuous coverage of Student during his/her participation in the Field Experience.
8. To inform Student that he/she is responsible for their own health needs, health care costs, and health insurance coverage.
9. To require each Student to provide proof of a physical examination and negative TB skin test, each performed within the twelve (12) month period prior to the start of the Field Experience, if requested by the FACILITY in writing.

C. THE FACILITY AGREES:

1. To identify a Supervisor to facilitate activities and communication between UNIVERSITY and FACILITY. The Supervisor shall be responsible for, among other things, orienting the Student to FACILITY; providing supervision; teaching and conveying subject matter knowledge, value, ethics, and skills relevant to Students' academic program; and evaluating Student performance;
2. To provide its Supervisors with sufficient time for planning, supervision and teaching of Students, and in-service training for supervision and teaching for skill development;
3. To provide a physical setting for the Student, including telephone and desk access, library facilities and reasonable study and storage space (if available);
4. To retain, at all times, ultimate control of the FACILITY and responsibility for stakeholder care and quality standards.
5. To permit visits of UNIVERSITY faculty and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation;
6. To provide opportunities to Students that are planned, organized, and administered by qualified FACILITY staff, which are sufficient in extent and variety to provide a satisfactory educational experience to meet the mutually agreed upon educational objectives of the Field Experience;
7. To maintain supervision over and be responsible for the Students while Students are participating in the Field Experience at FACILITY and maintain sole responsibility to determine if a Student has satisfied FACILITY's requirements for acceptance into and continued participation in the Field Experience at FACILITY;
8. If this is an athletic training program, that athletic training students shall be supervised at all times by a health care professional defined by accreditation standards, licensed to practice in the State of Kansas and is considered an appropriate supervisor for the specific clinical environment.
9. To maintain complete authority and control over all FACILITY administration, functions, financing, organization, and activities;
10. To provide a written description of the services available to support the Field Experience being offered;
11. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the Field Experience;
12. To determine and notify UNIVERSITY of the number of Students which it can accommodate during a given period of time;
13. To provide the assigned Student with an orientation about and a copy of FACILITY's existing pertinent rules and regulations with which the Student is expected to comply;

14. To make available, whenever reasonably necessary, emergency health care at no expense to UNIVERSITY for the Student (the Student to be otherwise responsible for his or her health care);
15. To provide Students with on-going supervision and feedback and evaluate the performance of Students on a regular basis using the evaluation form(s) provided to FACILITY by the UNIVERSITY;
16. To forward the completed evaluation(s) to the UNIVERSITY within one (1) week following conclusion of the Student's Field Experience;
17. To inform the UNIVERSITY, at least by the midpoint of the Field Experience, of any serious deficiency noted in the performance by the Student to progress toward achievement of the stated objectives of the Field Experience (it then becoming the mutual responsibilities of the assigned Student, the Supervisor, and the Faculty Liaison to devise a plan by which the Student may be assisted to achieve the stated objectives, if possible);
18. To have the right to terminate any Student whose performance is detrimental to patient well-being, not in accordance with applicable policies, or not in accordance with the Student achieving the stated objectives of the Field Experience and to promptly notify UNIVERSITY of any such terminations;
19. To support continuing education and professional growth and development of those staff who are responsible for Student supervision;
20. To cooperate, when requested by UNIVERSITY, with UNIVERSITY in its carrying of obligations under its own policies and procedures and any applicable law, including without limitation the American with Disabilities Act, Title VI, Title IX, and Clery; and
21. To investigate and take appropriate prompt and effective remedial action to address complaints that a Student is being subjected to unlawful harassment or discrimination by FACILITY employees, agents, clients, visitors, or other Students during their Field Study Experience at FACILITY.

D. INSURANCE; INDEMNIFICATION AND HOLD HARMLESS; LIMITATION:

1. To the extent allowed by law, FACILITY shall fully indemnify, defend and save UNIVERSITY, its officers, employees, and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against UNIVERSITY in any action for or arising out of or related to this Agreement.
2. The liability of UNIVERSITY is governed and limited by the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). Under no circumstances will UNIVERSITY be responsible and/or liable for the actions of its Students.

E. ADDITIONAL TERMS:

1. This Agreement shall be in effect for a period of five (5) years from the date of execution, unless terminated by either party with not less than sixty (60) days' written notice. This Agreement will be reviewed requested by either party, and shall be effective even if persons, positions, and/or titles are changed. In the event of termination, Students who are participating in the Field Experience will be allowed to complete the Field Experience.
2. This Agreement may be revised or modified only by written amendment signed by both Parties.
3. To the extent FACILITY generates or maintains educational records related to the UNIVERSITY's Students, FACILITY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to UNIVERSITY and shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates the FACILITY as a school official with a legitimate educational interest in the educational records of the UNIVERSITY's Student(s) to the extent that access to the records is required by the UNIVERSITY or FACILITY for FACILITY to carry out the Field Study Experience.

4. Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the Students stated herein, any failure by the Students related to such obligations shall not constitute a breach of this Agreement by the UNIVERSITY. The parties agree that it is the Student's responsibility to satisfy the FACILITY's requirements and although the UNIVERSITY may help compile Students' documentation related to such requirements and/or transmit the same to FACILITY, or otherwise inform Students of FACILITY's requirements, UNIVERSITY makes no representations or warranties regarding the information and documentation provided, but merely provides such information and forwards such documentation as an administrative courtesy to FACILITY. FACILITY is solely responsible to review such documentation for veracity, authenticity, sufficiency, and to independently determine whether the Student has satisfied FACILITY's requirements for acceptance to the Field Experience.
5. UNIVERSITY and FACILITY agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one party shall not be considered agents, representatives, or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.
6. It is understood by the Parties that Students are receiving the primary benefit of the Field Experience, including but not limited to the training related to the Student's academic field of study, at the FACILITY, and the Students are not employees of UNIVERSITY or FACILITY based on the Field Experience. It is understood by the parties that the Students shall not receive remuneration or compensation or other benefits applicable to employees. The parties agree that there is no expectation that the Students receive future employment with FACILITY as a result of their participation in the Field Experience and that no FACILITY employees will be displaced as a result of Students' participation in the Field Experience.
7. It is understood by the Parties that there shall be no monetary consideration paid by either Party to the other.
8. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either Party to the other shall be **IN WRITING** and sent by certified mail, overnight traceable delivery, or electronic mail and addressed as follows, unless any other person or address may be designated by notice from one Party to the other:

If to WICHITA STATE UNIVERSITY:

Attn:
Wichita State UNIVERSITY
1845 Fairmount Street
Wichita, Kansas 67260-

With a copy to:

Attn: General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260-0205

If to FACILITY:

Attn:

With a copy to:

9. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
10. Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
11. Neither Party shall be permitted to use logos or other trade/service marks of the other without prior approval of the other Party.
12. The provisions found in Contractual Provisions Attachment (form DA-146a, rev. 02/2020), which is attached hereto as Attachment A, are hereby incorporated in this Agreement and made a part hereof.

13. If applicable, FACILITY'S additional terms and conditions set forth in Attachment B are hereby incorporated in this Agreement and made a part thereof. In the event of a conflict between this Agreement and Attachment B, the provisions of Attachment B shall control.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

WICHITA STATE UNIVERSITY

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

CONTACT INFORMATION (PHONE, E-MAIL)

CONTACT INFORMATION (PHONE, E-MAIL)

ATTACHMENT A
CONTRACTUAL PROVISIONS ATTACHMENT
Wichita State University | DA-146a (Rev. 02-20)

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgwick County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.)
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records.** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control.** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification.** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access.** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.
19. **Electronic Signature.** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

ATTACHMENT B
FACILITY TERMS AND CONDITIONS

[INSERT PROVISIONS OR STATE "NONE"]