

AFFILIATION AGREEMENT
BETWEEN
RADFORD UNIVERSITY
EMERGENCY SERVICES PROGRAM
AND

THIS AGREEMENT is made this _____, by and between Radford University (hereafter "University") and _____, (hereafter "Internship Provider").

WHEREAS, the University is desirous of maintaining an Emergency Services Program for qualified students preparing for careers as Paramedics and Firefighters and

WHEREAS, the Internship Provider recognizes the need for providing the community, which it undertakes to serve, and where the need exists, with adequate emergency services, and

WHEREAS, the contracting parties are desirous of cooperating to furnish internship education to Emergency Services students (hereafter "Students") enrolled in the University

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

1. The Internship Provider shall, according to established guidelines, accept Students of the University for internship experiences and provide, as available:
 - a. Instruction, supervision and evaluation of the Students during their internship experience by a University-approved Paramedic preceptor, as required by the University faculty and subject to the direction and supervision of the University faculty, which shall retain full control of and responsibility for student education, including the selection and supervision of learning experiences.
 - b. A copy of the Internship Provider's protocol for handling high risk exposure to HIV, HBV and other infectious agents.
 - c. Adequate staff to perform daily workload for quality patient care without dependence on Students.
 - d. Opportunities for Student observation and, where appropriate, participation in internship activities.
 - e. Use of a locker or closet for the Students while they are receiving internship education.

- f. Permission for Students and Faculty to utilize the resources of the Internship Provider in regard to the provision of emergency medical treatment for injuries and illnesses which may occur during the time period when Students or Faculty are authorized to be present; however, Students and Faculty are not covered by the Internship Provider for workers' compensation or health or accident insurance purposes in case of injury, and the Internship Provider shall not be held liable unless the injury was caused by the proven negligence or willful misconduct of the Internship Provider, its employees or agents.

2. The University shall be responsible for:

- a. Full control of instruction, supervision and evaluation of Student education including the selection and supervision of learning experiences.
- b. Providing standardized preceptor education initially and updates periodically as required by the University.
- c. Providing the Internship Provider with copies of current course outlines, course objectives, curriculum philosophy and access to a reporting system for Student performance and attendance.
- d. Recommending for placement in the internship education program of the Internship Provider only those Students who have earned a satisfactory or passing grade point average as established by the University.
- e. Rejecting from internship education any Student for unsatisfactory internship performance or noncompliance with the policies and procedures of the Internship Provider.
- f. Reporting any Student who is not physically fit or in a state of health which is acceptable for performance of the required internship education procedures.
- g. Planning internship hours, schedules and placements of assignments of students in cooperation with the designated representative of the Internship Provider.
- h. Observing the rules and regulations of the Internship Provider.
- i. Contacting the Internship Provider in advance for overall planning. The number of Students and types of experiences will be mutually decided, considering the facilities, convenience, and services of the Internship Provider. The University will forward to the designated representative of the Internship Provider the names of Students to be assigned within a timeframe mutually decided.
- j. Understanding and acknowledging that Radford University is an agency of the Commonwealth of Virginia, and, as such, the Commonwealth of Virginia Risk Management Plan, a financial plan of risk management that is in the nature of self-insurance, administered in accordance with the Code of Virginia (1950), as amended, applies to Radford University. The Risk Management Plan is comparable to coverage pursuant to commercial general liability insurance with limits of \$100,000.00 per claim for tort claims against the Commonwealth and \$2,000,000.00 per claim with respect to officers, employees and agents of the Commonwealth, as well as students participating within the authorized scope of a clinical internship, externship, or other educational program in order to meet pedagogical requirements.
- k. Observing the rules, regulations and policies of the Internship Provider in planning internship experiences and/or observations.

- I. Meeting periodically on an individual basis with internship preceptors for planning and evaluating Student progress and needs through written and practical examinations.
 - m. Contacting University administration and Internship Provider personnel as needed for the purpose of reviewing this contract.
 - n. Extending to the Internship Provider's authorized representative a membership on the Emergency Services Program Professional Advisory Committee.
 - o. Compensating the Internship Provider an honorarium of fifty dollars (\$50.00) per student, per attended rotation. Reconciliation and payment will occur on the 1st day of June and 1st day of December annually.
3. The Internship Provider may request the University to withdraw from the internship education assignment any Student whose performance is unsatisfactory, who fails to comply with the employment and general policies and procedures of the Internship Provider or whose health status is a detriment to the Student's successful completion of the internship education assignment.
4. This Agreement shall be effective upon its execution and will automatically renew for three (3) one-year terms.
5. This Agreement may be terminated by either party but only at the end of an academic semester and upon ninety (90) days written notice. Despite termination, this Agreement shall remain in force as to any Student in the program until the Student shall have completed his or her course of instruction or has been asked to withdraw pursuant to Section 3 hereof.
6. Each party shall hold the other harmless from any and all claims, actions, liabilities and expenses, regardless of the outcome of the claim or action, caused by, resulting from, or alleging negligent or intentional acts or omissions on the part of the indemnifying party or any failure of the indemnifying party to perform any obligation undertaken by it or any of its covenants in this Agreement.
7. This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both parties.
8. The Internship Provider hereby agrees with the University that, in its educational practices, it will not discriminate against any person because of age, race, color, creed, sex, disability or national origin.
9. The laws of Virginia shall govern the validity and interpretation of the provisions, terms and conditions of the Agreement.
10. The performance of the Affiliation Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Internship, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Internship or to fully perform the terms of the Affiliation Agreement. The Affiliation Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month and year as stated in the first paragraph of this Agreement.

Radford University:

Date

Phil Crigger
Contract & Agreement Coordinator
Procurement and Contracts
PO Box 6885
Radford, VA 24142

Internship Provider:

Date

Name

Title

Department

Address

City, State ZIP

Phone