

**ADDENDUM TO CLINICAL AFFILIATION AGREEMENT  
FOR NURSING FACULTY SUPERVISION OF STUDENTS**

This Addendum is attached to and made a part of that certain Clinical Affiliation Agreement (the "Agreement") made by and between HEALTHSOUTH Corporation ("HEALTHSOUTH"), as agent for its affiliate or subsidiary HEALTHSOUTH ("Facility") and \_\_\_\_\_ ("School").

**W I T N E S S E T H:**

WHEREAS, HEALTHSOUTH and School have entered into that certain Agreement dated \_\_\_\_\_, wherein Facility will provide clinical and technical rotations in patient-care settings ("Program") to students ("Students") of the School; and

WHEREAS, School employs or contracts with instructors who are duly licensed, certified or otherwise qualified in a particular healthcare specialty ("Faculty"); and

WHEREAS, School and Facility desire for Faculty to supervise Student's clinical experience at Facility; and

WHEREAS, by mutual agreement of the parties hereto, the Agreement may be amended by written Addendum.

NOW THEREFORE, for and in consideration of the mutual covenants, the parties hereby agree as follows:

1. **Qualifications.** All Faculty provided by School shall be duly licensed, certified or otherwise qualified to perform health care services in their designated field. School shall provide Facility proof of such licensure, certification or other qualification upon request.
2. **Health Verification.** Prior to supervising the Students' clinical rotation, School shall provide Facility with written verification that Faculty providing clinical supervision are free of communicable diseases, such as tuberculosis.
3. **Orientation.** School agrees that all Faculty providing clinical supervision must attend a Facility orientation on an annual basis for instruction on Facility rules, emergency procedures, patient confidentiality and other information appropriate to the Program. The scope of such orientation shall be determined by the Facility. School agrees that the rules and regulations of the Facility will apply to Faculty, including but not limited to, HEALTHSOUTH's Drug and Alcohol Policy. Notwithstanding the foregoing, no Faculty shall be considered an employee of HEALTHSOUTH while providing services for the School hereunder.
4. **Faculty Responsibilities.** Faculty shall have the following responsibilities at the Facility:
  - a. Report to the charge nurse upon arrival and departure from Facility. Upon arrival, Faculty shall collaborate with charge nurse regarding appropriate assignments for Students.
  - b. Supervise all clinical experiences of Students, as appropriate to the skill and

knowledge level of the Students. Faculty must introduce Students to the patient prior to any patient care. The Students must be included in any patient consents prior to providing any patient care, or having access to any patient information.

c. Approve and co-sign all documentation of patient care provided by Students.

d. Report any significant changes of a patient's condition to a Facility Registered Nurse as necessary and give a summary of all patients' conditions at end of each clinical visit.

e. Cooperate with Facility to assure that Facility complies with the requirements and standards of the Joint Commission on Accreditation of Healthcare Organizations, Centers for Medicare and Medicaid Services, and all other applicable entities, including federal, state and local regulatory agencies.

5. **Professional Liability Insurance.** At all times while Faculty supervises Students in the Program, School shall carry, or require Faculty to carry, professional liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or, in the alternative, the appropriate statutory amounts as governed by the laws of the State. The School shall provide Faculty with written evidence of this insurance prior to the Faculty's supervision of Students. School agrees to notify the Facility immediately of any change in the status of this insurance.

6. **Independent Contractor.** No Faculty shall be considered an employee, agent or representative of the Facility while providing services hereunder. No Faculty shall have any claim under this Agreement against HEALTHSOUTH for vacation pay, sick pay, retirement benefits or any other employee benefits of any kind. The parties agree that HEALTHSOUTH and the Facility do not control the professional judgment, treatment or other health care services rendered by the Faculty and sole responsibility of such remains with the Faculty.

7. **Withdrawal From Program.** Facility has the right to ask School to withdraw any Faculty from the Program at any time for any of the following documented reasons:

a. Unprofessional or unethical behavior.

b. Arrest for felony or crime involving moral turpitude or theft.

c. Use of alcohol, drugs or other toxic or foreign agents, which tend, in the Facility's reasonable judgment, to limit or adversely affect the Faculty's performance of his or her duties and responsibilities.

d. Refusal to take a drug and alcohol test, or if that test proves positive for a measurable quantity of intoxicants, marijuana, hallucinogenic or other non-prescribed controlled substance or any other violation of HEALTHSOUTH's Drug and Alcohol policy.

8. The parties reaffirm and agree to be bound by all other terms of the Agreement. If any conflict between the terms contained in the Agreement and Addendum exists, then the terms of this Addendum shall control.

[signature page to follow]

IN WITNESS WHEREOF, HEALTHSOUTH and School have executed this Addendum this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

**HEALTHSOUTH Corporation**

By \_\_\_\_\_  
Dennis Wade  
Senior Vice President, Human Resources

**[School]**

By \_\_\_\_\_  
Title