*University Agreement No.*     



**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**FOR VISITING RESIDENTS/FELLOWS**

**between**

# Regents of the University of Minnesota

**through its** **(“University”)**

**and**

**(“Affiliate”)**

***WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION FOR VISITING RESIDENTS/FELLOWS*** (“Agreement”), effective       through      , University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at University site for      , a resident/fellow of Affiliate who is enrolled in Affiliate’s      Program (“Visiting Resident/Fellow”), agree as follows:

1. **Description of Affiliation.**  With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for Visiting Resident/Fellow to obtain necessary clinical experiences at University site.
2. **Joint Responsibilities.**
   1. University and Affiliate identify the following persons to be responsible for liaison during the course of this Agreement. Collectively, Affiliate Liaison and University Liaison will be referred to as the “Liaisons”.

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| Affiliate Liaison:    Attn:          Phone:  E-mail: | University Liaison:  University of Minnesota  Attn:          Phone:  E-mail: |

* 1. The Liaisons will jointly plan for:

1. selection, assignment and orientation of Visiting Resident/Fellow;
2. review and preparation of objectives for the instructional program;
3. evaluation of Visiting Resident’s/Fellow’s performance; and
4. solutions to any problems which may arise in the clinical education experience.
   1. Affiliate has authority to withdraw, suspend or terminate Visiting Resident/Fellow for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the Visiting Resident/Fellow. In cases where Visiting Resident’s/Fellow’s performance or conduct threatens the safety or welfare of patients, visitors or staff of University, University may suspend Visiting Resident’s/Fellow’s participation at University site(s). University Liaison will consult with Affiliate Liaison before suspending Visiting Resident/Fellow, except where consultation is not reasonably possible under the circumstances.
   2. Affiliate shall be responsible for Visiting Resident’s/Fellow’s stipend, benefits and professional liability insurance coverage during Visiting Resident’s/Fellow’s rotation at University. Visiting Resident/Fellow shall not be considered an employee of University or enrolled as a resident/fellow at University and University shall not be responsible for payment of workers’ compensation benefits to Visiting Resident/Fellow.
   3. Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Sections 160-164 of the Code of Federal Regulations (“HIPAA”). Both parties agree that when protected health information (“PHI”), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Visiting Resident/Fellow assigned to University is not an employee of University but, for purposes of this Agreement only, is a member of University’s “workforce” (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the Visiting Resident/Fellow. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.
   4. The parties agree to review this Agreement to ensure it meets with Affiliate’s curriculum requirements as well as the standards of its accrediting agency(ies). Additionally, the parties shall evaluate the operations and effectiveness of this Agreement.
   5. University and Affiliate are committed to fostering a professional learning environment and, through their respective Liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in Visiting Resident/Fellow.
5. **Affiliate Responsibilities.**
   1. Affiliate shall assume overall responsibility for the general educational experience of Visiting Resident’s/Fellow’s rotation at University. Such responsibility includes the following:
6. determination of educational goals and objectives for each Visiting Resident/Fellow;
7. establishing prerequisite criteria for placement of Visiting Resident/Fellow with University;
8. determination of completion of the assignment;
9. educational goals and objectives for the Visiting Resident/Fellow are outlined in Attachment A; and
10. final evaluation of Visiting Resident’s/Fellow’s performance.
    1. Visiting Resident/Fellow will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; and annual influenza. Exceptions will be made when there is a shortage of vaccine. Visiting Resident/Fellow will be required to comply once vaccine supply levels allow for vaccination.
    2. As prerequisites to Visiting Resident’s/Fellow’s participation in the clinical education and training program, if Visiting Resident/Fellow has direct contact with patients, Affiliate will require Visiting Resident/Fellow to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and, if Affiliate is located outside the state of Minnesota, Affiliate will conduct a criminal background study according to Affiliate policy and provide a copy of the background clearance to University.
    3. Affiliate certifies that its Visiting Resident/Fellow has been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning Visiting Resident’s/Fellow’s clinical rotation.
    4. Affiliate shall require that Visiting Resident/Fellow carries hospitalization and medical insurance. University is not responsible for hospitalization or medical costs incurred by the Visiting Resident/Fellow during this affiliation.
    5. Affiliate shall inform Visiting Resident/Fellow that they will be required to comply with all applicable rules, regulations, policies and procedures of University and any non-University site at which the education experience occurs.
    6. Affiliate shall ensure Visiting Resident/Fellow completes University’s UMN-GME Visiting Resident/Fellow Requirements according to its instructions. University’s UMN-GME Visiting Resident/Fellow Requirements can be accessed on University’s GME web site at: <http://z.umn.edu/umngmevisitors>.
11. **University Responsibilities.**
    1. University shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by Affiliate, and Affiliate does not derive revenue from University patients or clients or third-party payors for services at University.
    2. University agrees to provide educational experience opportunities for Visiting Resident/Fellow in patient care areas, service departments and other selected areas. In this regard, University will provide the equipment, facilities, supplies and services for Visiting Resident/Fellow and faculty assigned to University necessary to meet the objectives of the rotation.
    3. University staff members have responsibility for teaching, supervising and evaluating the performance of Visiting Resident’s/Fellow’s rotation at University. University agrees to provide Affiliate with a written evaluation of the performance of Visiting Resident/Fellow.
    4. Upon request, University agrees to identify and make available to Affiliate, current copies of policies and procedures at the University site which apply to the educational experience of the Visiting Resident/Fellow.
    5. University agrees to render the same emergency medical care to Visiting Resident/Fellow that it provides for its employees in the event of an accident or sudden illness that occurs at the University site during the course of Visiting Resident’s/Fellow’s participation under this Agreement. As set forth in Section 3.5, University is not responsible for hospitalization or medical costs incurred by Visiting Resident/Fellow during this affiliation.
    6. To the extent University generates or maintains educational records related to Visiting Resident’s/Fellow’s rotation to University under this Agreement, University will comply with the Family Educational Rights and Privacy Act (“FERPA”) to the same extent such laws and regulations apply to Affiliate and shall limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to FERPA, Affiliate hereby designates University as a school official with a legitimate educational interest in the educational records of the Visiting Resident/Fellow to the extent that access to Affiliate’s records is required by University to perform its responsibilities under this Agreement.
12. **Liability Insurance and Indemnity.**
    1. Affiliate shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage, Visiting Resident/Fellow for activities performed within the course and scope of their duties under this Agreement. Upon request, Affiliate will provide to University a certificate of insurance evidencing such coverage.
    2. Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives (including Visiting Resident/Fellow), during the performance of its obligations under this Agreement.
    3. University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate.
    4. University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives (including Visiting Resident/Fellow) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives during the performance of its obligations under this Agreement. University’s liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.
13. **Financial Terms.** Financial arrangements, including stipends, benefits and other costs as agreed to by the parties, are set forth in Attachment B.
14. **Other Terms.**
    1. This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.
    2. Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.
    3. This Agreement supersedes all other affiliation agreements existing between University and Affiliate that is the subject of this Agreement, whether executed at the institutional or college program level.
    4. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, Visiting Resident/Fellow or representatives be considered employees, agents or representatives of the other party.
    5. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.
    6. Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered invalid.
    7. Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement, when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, epidemics, quarantine, acts of war, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs due to force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform.

*[Execution Page Follows]*

**IN WITNESS WHEREOF,** each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Susan M. Culican, MD, PhD  Title: Associate Dean for Graduate Medical Education  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jakub Tolar, MD, PhD  Title: Dean, Medical School  Vice President for Clinical Affairs  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

***NOTE: This Agreement to be executed by Affiliate before University representatives begin the execution process.***

**Attachment A**

**AFFILIATE’S GOALS AND OBJECTIVES FOR VISITING RESIDENT/FELLOW**

**Attachment B**

**FINANCIAL TERMS**