*University Agreement No.*



**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**between**

# Regents of the University of Minnesota

# through its Medical School’s       (“University”)

**and**

**(“Affiliate”)**

***WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION* (“Agreement”)**, effective       through       (not to exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at the Affiliate’s site(s) for certain University medical residents/fellows enrolled in the University program **(“Trainees”)**, agree as follows:

**1. Description of Affiliation.**

* 1. With this Agreement, University and Affiliate establish a program of education and training that requires facilities, equipment, services, and personnel appropriate for the Trainees to obtain necessary clinical experiences at Affiliate’s site(s).
  2. This Agreement is intended, and shall be interpreted, to meet University’s accreditation standards related to educational affiliation agreements.
  3. Contact Information.

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

**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 University and Affiliate each will identify a person or persons responsible for liaison during the course of this affiliation with overall administrative, educational and supervisory responsibility for the Trainees assigned to Affiliate under this Agreement. Affiliate’s liaison is       **(“Affiliate Liaison”)**. University’s liaison is       **(“University Liaison”)**. Collectively, the Affiliate Liaison and the University Liaison may be referred to as **“Liaisons”**. A list of faculty responsible for teaching, supervising, and submitting written evaluations of the Trainees is set forth on Attachment A.

2.1.2 The Liaisons jointly will plan for:

a. selection, assignment and orientation of the Trainees;

b. periodic review and preparation of objectives for the instructional program;

c. evaluation of Trainees’ performance; and

d. periodic review of program costs and payments. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of this clinical education and training program, except as expressly set forth in this Agreement.

2.1.3 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. Trainees assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate’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 Trainees. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.4 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 Trainees.

2.1.5 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University’s curriculum requirements as well as the standards of its accrediting agency(ies). Modifications to this Agreement shall be made pursuant to Section 6.4.

2.2 University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of the Trainees, including:

a. determination of educational goals for each Trainee;

b. establishing prerequisite criteria for placement of Trainees with Affiliate;

c. determination of completion of the assignment;

d. educational goals and objectives for the Trainees in the program as outlined in Attachment B;

e. provision of information regarding dates for instruction and forecasts of the number of Trainees to be assigned to Affiliate;

f. final evaluation of Trainees’ performance; and

g. selection and appointment of Affiliate staff members to the faculty of the University of Minnesota who will participate in the training of Trainees. Faculty members shall be appointed in accord with the policy of the University in effect at the time of appointment.

2.2.2 The rotation periods for Trainees are set forth in Attachment C.

2.2.3 Trainees who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, 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. Trainees will be required to comply once vaccine supply levels allow for vaccination.

2.2.4 University requires Trainees who have direct contact with patients to participate in background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such Trainees have undergone the background studies prior to participation in the training program under this Agreement.

2.2.5 University certifies that its Trainees have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA training, and have been trained in universal precautions and transmission of bloodborne pathogens.

2.2.6 The policies and procedures of the University program that govern the education of the Trainees, as well as stipend and benefit information, are contained in the standard Residency/Fellowship Agreement between University and the Trainees, in University’s Institution Policy & Procedure Manual and in University program’s resident/fellow policy & procedure manual. The Institution Policy & Procedure Manual, the standard Residency/Fellowship Agreement and the program’s resident/fellow policy & procedure manual can be found on University’s GME website at [www.med.umn.edu/gme](http://www.med.umn.edu/gme). University program agrees to inform Affiliate whenever these documents are revised. Affiliate agrees to identify and provide University program with current copies of any policies and procedures at the Affiliate site that apply to the educational experience of the Trainees.

2.2.7 University shall require that Trainees carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the Trainees during the training program.

2.2.8 University shall inform Trainees that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3 Affiliate Responsibilities.

2.3.1 Affiliate will retain 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 University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate will provide educational experiences for Trainees in patient care areas, service departments, and other selected areas. In this regard, Affiliate will provide, for Trainees and faculty assigned to Affiliate, the equipment, facilities, supplies, and services necessary to meet the objectives of the University program.

2.3.3 Affiliate staff members, and/or Affiliate staff members with University of Minnesota faculty appointments, have responsibility for teaching, supervising and evaluating the performance of Trainees assigned to the Affiliate. Such Affiliate staff members agree to provide University with written evaluations of the performance of the Trainees.

2.3.4 Affiliate will provide for the orientation of Trainees as to Affiliate’s rules, regulations, policies and procedures. Affiliate will identify and provide University and Trainees with copies of current policies and procedures at the Affiliate clinical site that apply to the educational experience of the Trainees.

2.3.5 Affiliate will render the same emergency medical care to Trainees that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of Trainees’ clinical experience under this Agreement. As set forth in Section 2.2.7, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the Trainees during the training program.

2.3.6 To the extent Affiliate generates or maintains educational records related to Trainees participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act **(“FERPA”)**, University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating Trainees to the extent access to University’s records is required by Affiliate to perform its responsibilities under this Agreement.

**3. Suspension or Termination of Trainees.** University has authority to suspend or terminate a Trainee for academic deficiencies or behavioral violations subject to certain procedures afforded to the Trainee. In cases where a Trainee’s performance or conduct threatens the safety or welfare of patients, visitors, or staff of the Affiliate, Affiliate may suspend the Trainee’s participation at the Affiliate site. The Affiliate Liaison will consult the University Liaison before suspending a Trainee, except where consultation is not reasonably possible under the circumstances.

**4. Liability Insurance and Indemnity.**

4.1 University 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 all University Trainees for activities performed within the course and scope of their duties under this Agreement.

4.2 University agrees to defend, hold harmless, and indemnify Affiliate, 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 University, its employees, agents, or representatives (including Trainees) 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.

4.3 Affiliate shall maintain, for itself and its employees, professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate.

4.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including Trainees) 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 the Affiliate, its employees, agents, or representatives during the performance of its obligations under this Agreement.

**5. Financial Terms.** Financial arrangements, if any, between the University’s program and the Affiliate, including stipends, benefits, and other costs as agreed by the parties, are set forth in Attachment D.

**6. Other Terms.**

6.1 This Agreement may be terminated by either party upon at least six (6) months’ written notice to the other party.

6.2 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.

6.3 This Agreement supersedes all other affiliation agreements existing between University and Affiliate that are the subject of this Agreement, whether executed at the institutional or departmental/program level.

6.4 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 null and void.

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

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

# Attachment A

# FACULTY

# Attachment B

**EDUCATIONAL GOALS AND OBJECTIVES**

**Attachment C**

**ROTATION PERIODS**

**Attachment D**

**FINANCIAL ARRANGEMENTS**