*University Agreement No.*



Agreement of Affiliation

**between**

**Regents of the University of Minnesota**

**through its College of Pharmacy (“University”)**

**and**

#       (“Affiliate”)

***With this Agreement of Affiliation*** (“Agreement”), effective       (“Effective Date”) through       (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences for University students, agree as follows:

1. DESCRIPTION OF AFFILIATION
2. With this Agreement, University and Affiliate establish joint oversight of a position that includes responsibilities for experiential education, training and research and Affiliate-related healthcare activities, more specifically, for       at the Affiliate’s site(s).
3. University’s title for the position created under this Agreement will be      . Affiliate will determine its title for the position. For purposes of this Agreement,       will be used when referring to the position. The name(s) of the       as of the Effective Date of this Agreement is/are set forth on Attachment A. Attachment A may be amended by the parties pursuant to Article VI, Section K.
4. will be a full-time employee of the University.
5. RESPONSIBILITIES OF THE PARTIES

A. Joint Responsibilities of University and Affiliate

* + 1. **Liaisons.** University and Affiliate will each identify a person to be responsible for liaison during the course of this Agreement. The University’s liaison is      . The Affiliate’s liaison is      .
		2. **Qualifications for** **.** Both University and Affiliate shall agree on the person(s) to be appointed as      . At a minimum any person appointed shall:
1. be qualified by education, experience and training to provide all University-related activities and Affiliate-related health care activities specified below in Sections B. and C. of this Article II.;
2. be licensed, or actively seeking license, to practice pharmacy in the State of Minnesota;
3. if such person obtained his/her Pharm.D. license prior to 1996, he/she must possess a certificate of completion of a Minnesota Department of Health-qualified medication management therapy program;
4. pass a criminal background check pursuant to Minn. Stat. §§ 144.057 and 245A.04;
5. not be restricted, excluded or prohibited from receiving payment for services provided to any Medicare, Medicaid or other Federal health care program beneficiary; and
6. pass a satisfactory pre-employment health assessment as required by Affiliate policy.

3. **Position Description.** University and Affiliate will each develop and maintain a position description for their respective portion of the duties of the      .      ’s schedule as to the number of hours he/she will spend at each University and Affiliate performing his/her duties under this Agreement are set forth on Attachment A.

1. **Supervision.** Supervision of the       will be shared between University’s       for all University-related activities, including all student-related activities and Affiliate’s       regarding Affiliate-related activities.
2. **Coverage.** University and Affiliate will collaborate and work cooperatively to provide coverage for       during the times       is on vacation, sick leave, etc.
3. **Performance Review.** University’s       will coordinate the annual performance review with each supervisory authority being responsible for giving input for their respective portion of the review. The review is to be completed at least three (3) weeks before the annual contract notice requirement for term faculty positions, as set forth below in Article VI., Section B.
4. **Office Space/Equipment.** Affiliate is responsible for office space, office furnishings and a desktop computer at the Affiliate site; University is responsible for office space and office furnishings at the University, if needed.
5. **Research.**  The parties agree to cooperate in the performance of research consistent with the policies of the parties and applicable laws and regulations. Research performed by       must be approved by, and comply with, University’s Institutional Review Board and shall be governed by a subsequent written research agreement between the parties.
6. Responsibilities of University
	1. **Personnel Classification.** This      position will be an annually renewable non-tenure track faculty appointment consistent with University appointment policies and procedures.
	2. **’s Duties for the University.** The      ’s duties for University’s program include, but are not limited to:

a. supervision of student clerkships;

b. Affiliate development for future clerkships;

1. assistance with the development and assessment of the experiential curriculum;
2. teaching in the didactic curriculum as assigned by the Senior Associate Dean;
3. conducting a program of scholarly inquiry; and
4. committee and other service activities for the University.

C. Responsibilities of Affiliate

* + - 1. **Affiliate Orientation.** Affiliate will ensure that       participates in Affiliate’s’ orientation program and receives complete orientation on all applicable Affiliate policies including, but not limited to, Affiliate policies on confidentiality of data and Life Safety and Infection Control. Affiliate will maintain documentation that the       has completed the Affiliate’s orientation and has been educated as to Affiliate policies.
			2. **Affiliate-Related Standards.** It is the responsibility of the Affiliate to ensure that the      :
1. observes Affiliate policies and practices including, but not limited to, policies regarding quality of care, confidentiality of data and Utilization Management;
2. provides services in a timely manner and consistent with the standards of care in the community, state and federal laws, Affiliate policies and procedures, The Joint Commission standards, and/or the standards of any other Affiliate accrediting or regulating entity; and
3. participates in any/all applicable quality or process improvement activities established by the Affiliate in accordance with Affiliate policies, The Joint Commission standards, and/or the standards of any other Affiliate accrediting or regulating entity.
	1. **’s Duties for Affiliate.** Affiliate-related duties of the       include, but are not limited to:
4. developing and maintaining an active clinical pharmacy practice that is consistent with the department’s mission and goals to ensure appropriate drug therapy for patients at Affiliate site;
5. participating in pharmacotherapy education as a teacher for pharmacy and medical students, professional pharmacy staff or other healthcare professionals to assure Affiliate is recognized as a teaching institution for the practice of pharmacy; and
6. performing administrative activities related to clinical pharmacy practice, education and medication use by attending meetings and utilizing leadership skills to further Affiliate’s goals and level of clinical quality.
	1. FINANCIAL ARRANGEMENTS
	2. As set forth in Article I., Section C.,       will be a full-time employee of the University. The salary and fringe benefits for the position will be a mutually agreed-upon amount. Affiliate will contribute       percent (     %) of the appropriate compensation level in accord with its payroll classification. University will contribute       percent (     %) of the appropriate compensation level for the position in accord with University payroll classification. Affiliate will reimburse University for       percent (     %) of the cost of University benefits to be provided for the position. Affiliate will be responsible for reimbursing University for its portion of the agreed-upon salary and its portion of fringe benefits for the full period of this Agreement. The agreed-upon salary and fringe benefit amounts for fiscal year       -       are set forth on Attachment A attached hereto. Annually, thereafter, during the term of this Agreement, the parties will mutually agree, in writing, upon the salary and fringe benefit amounts for each subsequent fiscal year.
	3. University will invoice Affiliate at the end of each billable quarter during this Agreement. Affiliate shall submit payments to University no less than forty-five (45) days before the end of University’s fiscal quarters (September, December, March and June), no later than August 15, November 15, February 15 and May 15 of each year.
	4. Issues regarding salary and benefits shall be discussed on a regular basis by the liaisons. If either University or Affiliate desire any change in salary or benefits, the party desiring the change shall provide written notice to the other party at least thirty (30) days before changes in the amount of the      ’s salary. Because       will be an employee of the University, decreases in salary are subject to the approval of the University.
	5. University will be responsible for paying the wages to the      , including the withholding of all applicable payroll taxes. University will also be responsible for providing workers’ compensation insurance for the       in amounts required by law and payment of all applicable payroll taxes, including State and Federal unemployment insurance taxes. Affiliate will reimburse University for       percent (     %) of all such costs.
	6. Affiliate will remit to University,       percent (     %) of all revenue generated by       at Affiliate under this Agreement. No later than the 15th of each month, Affiliate will send payment to University for the previous month’s paid claims. Along with payment, Affiliate shall provide a statement reflecting the total amount of revenue it received the previous month for services provided by       under this Agreement.
	7. Affiliate will apply for MERC (Medical Education and Research Costs) and PMAP (Prepaid Medical Assistance Program) funds. Affiliate will remit fifty percent (50%) of all MERC and PMAP funds it receives under this Agreement to University. Affiliate agrees to annually transfer such funds to University within sixty (60) days of receipt of the funds, along with a statement reflecting the total amount of MERC and PMAP funds received during such period.
	8. Affiliate agrees to provide to University, quarterly reports and records reflecting revenue generated by       under this Agreement and MERC and PMAP funds received under this Agreement. Affiliate will allow University the right to inspect and copy such books, records and documents (in whatever medium they exist), as well as the accounting procedures and practices of Affiliate, its agents and subcontractors, to understand and to verify Affiliate’s revenue under this Agreement. Affiliate shall make such items available for inspection during normal business hours at Affiliate’s place of business
	9. All invoices to Affiliate under this Agreement shall be sent to Affiliate at:

Attn:

* 1. All remittance, statements, reports to University under this Agreement shall be sent to University at:

University of Minnesota
College of Pharmacy
Attention: Pharmacy Business Office
5-145 Weaver-Densford Hall
308 Harvard Street SE
Minneapolis, MN 55455

* 1. PROFESSIONAL LIABILITY AND INSURANCE

A. Each party shall be responsible for providing professional liability insurance for       for those position activities for which they supervise. University will not be responsible for providing professional liability insurance for the activities of       while engaging in patient care and       at the Affiliate site(s); and Affiliate will not be responsible for providing professional liability insurance for the activities of       while engaging in activities at the University. At a minimum, the coverage and limits provided by each party shall be customary for the types of activities carried out for this position.

B. University agrees to defend, hold harmless, and indemnify the 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 the University, its employees, agents, or representatives during the performance of its obligations under this Agreement.

C. Affiliate agrees to defend, hold harmless, and indemnify the University, 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 the Affiliate, its employees, agents, or representatives during the performance of its obligations under this Agreement.

* 1. MEDICAL RECORDS AND ACCESS TO CONTRACT INFORMATION
1. **Medical Records.** All medical records, files, charts, health information and other data regarding patients of the Affiliate shall be and shall remain the property of Affiliate. The      shall have access to such materials and information only to the extent reasonably necessary for the performance of Affiliate-related activities or services, the continued or subsequent treatment or evaluation of patients, and the response to claims or requests for information by patients or other claimants. University shall not have access to any such materials or information. University shall have reasonable access to medical data for research purposes consistent with applicable laws and regulations and policies of the parties.
2. **Proprietary Information.** As part of this Agreement, the University may have access to Affiliate’s proprietary information. University agrees not to disclose this information without the express written consent of Affiliate, except as may be required by law. The term proprietary information includes, but is not limited to, items and materials relating to Affiliate personnel, business plans, methods and techniques, financial condition, customer lists, accounts, pricing, debts, assets, facilities, and marketing. Proprietary information does not include information that is (1) generally known in the industry in which both parties do business or (2) readily ascertainable by proper means by competitors, through sources independent to either party.
3. **Access to Contract Information.** Notwithstanding anything expressly or implicitly to the contrary in this Agreement, but only as required by federal law, the University shall allow the Secretary of Health and Human Services and the Comptroller General of the United States, and their duly authorized representatives, access to the University’s books, documents, and records that are necessary to verify the nature and extent of the costs of services furnished under this Agreement until the expiration of four (4) years after the services are furnished under this Agreement. This agreement to allow access shall not operate as a waiver to (1) any right to challenge the applicability of the Medicare Act and its regulations to the services that are the subject of this Agreement or (2) any right to challenge a request for access to specific books, documents or records.
	1. OTHER TERMS
	2. **Mission, Value and Vision.** The parties agree to cooperate and support each other in the fulfillment of their respective missions, values and visions as they relate to the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes and regulations.
	3. **Notice of Termination of Agreement.** Either party may terminate this Agreement in its entirety, or as to an individual       if the services of more than one       are being provided, by written notice to the other party at the address set forth in Section D below, at least sixty (60) days prior to the following dates, as applicable: Termination shall be effective at the end of the fiscal year of notification, June 30.
	4. within the first year of employment in fulfillment of this Agreement: two (2) weeks plus one month prior to June 30;
	5. within the second through fifth years of employment in fulfillment of this Agreement: two (2) weeks plus three (3) months prior to June 30;
	6. within the sixth through tenth years of employment in fulfillment of this Agreement: two (2) weeks plus six (6) months prior to June 30;
	7. within the eleventh year of employment in fulfillment of this Agreement and beyond: two (2) weeks plus twelve (12) months prior to June 30.
	8. **Post-termination Obligations.** The termination of this Agreement for any reason shall not relieve either party of any obligation pursuant to this Agreement which arose on or before the date of termination, and the provisions in this Agreement which, by their terms, extend beyond termination or expiration of this Agreement, shall survive and continue in full force and effect after the expiration or termination of this Agreement.
	9. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, provided such delivery is confirmed, or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this Section.

|  |  |
| --- | --- |
| If to University, to:University of MinnesotaAttn: Dean, College of Pharmacy5-130 WDH308 Harvard Street SEMinneapolis, MN 55455with a copy to (which shall not constitute notice):University of MinnesotaAttn: Academic Health Center CounselMMC 501420 Delaware Street SEMinneapolis, MN 55455 | If to Affiliate, to:     Attn:                     with a copy to (which shall not constitute notice):     Attn:                      |

* 1. **Anti-discrimination.** Neither the University nor the 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.
	2. **Assignment.** This Agreement, and the rights and obligations of either party hereunder, shall not be assigned by either party without the prior written consent of the other party.
	3. **Waiver.** The failure of either party to insist in any one or more instances upon the performance of the terms, covenants or conditions of this Agreement and to exercise any rights hereunder shall not be construed as a waiver or a relinquishment of future performance of any such term, covenant, condition or the future exercise of such right. The obligations of the other party with respect to such future performance shall continue in full force and effect.
	4. **Choice of Laws.** This Agreement is made and shall be construed under the laws of the state of Minnesota.
	5. **Severability.** The provisions of this Agreement are severable. Should any provision of this Agreement be held unlawful or invalid by any competent authority, the remainder of the Agreement shall remain in full force and effect and binding upon the parties to the Agreement.
	6. **Independent Contractors.** It is expressly understood that University and Affiliate are independent contractors. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties.
	7. **Use of Name or Logo.** The parties agree not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by, or associated with, the other party or the name of any representative of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other party, in each instance.
	8. **Amendments.** Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate day-to-day and year-to-year execution of the goals of the agreement. Each amendment shall be in writing and executed by the authorized representative(s) of each of the parties. To the extent an amendment is not properly executed by persons authorized to do so and to the extent it conflicts or contradicts the terms herein, it shall be considered null and void.

*[Execution Page Follows]*

 **IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants that she/he is duly authorized to execute and deliver this Agreement on behalf of her/his respective party.

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **COLLEGE OF PHARMACY**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Keri Hager, PharmD, BCACPTitle: Associate Dean for Clinical AffairsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Linda Welage, PharmD, FCCPTitle: Dean, College of PharmacyDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

**Attachment A**

Identification of      , Schedule, Salary and Fringe Benefit Rate

for

Fiscal Year       -

1. Name:
2. Schedule:

1. Salary, Fringe Benefit Rate and Payment Information:

Annual Salary: $

Fringe Benefit Rate:      % $

 Salary plus fringe: $

Total Amount Payable by Affiliate: $

1. Pursuant to Article III of this Agreement, University will invoice Affiliate and Affiliate will make four equal payments to University in the amounts, and no later than the dates, set forth below. Invoices and payments shall be sent to the respective address set forth in Article III.

August 15th $      November 15th $

February 15th $      May 15th $