*University Agreement No.*



AGREEMENT OF AFFILIATION

between

**Regents of the University of Minnesota**

**through its Program of Mortuary Science (“University”)**

**and**

**(“Funeral Establishment”)**

***WITH THIS AGREEMENT OF AFFILIATION*** (“Agreement”), effective       through       (not to exceed five years) University and Funeral Establishment, sharing common goals of education and community service and desiring to establish and maintain a cooperative relationship for the purpose of providing educational experiences at the Funeral Establishment site(s) for students enrolled in the Program of Mortuary Science, agree as follows:

**1. Description of Affiliation.**

* 1. With this Agreement, University and Funeral Establishment provide a program of education and training that requires facilities, equipment, services and personnel appropriate for students to obtain necessary practicum and/or other clinical training experiences in a funeral establishment setting.
  2. This Agreement is intended, and shall be interpreted, to meet University’s accreditation standards related to educational affiliation agreements.
  3. Contact Information.

|  |  |
| --- | --- |
| Funeral Establishment:    Attn:        Phone:  E-mail: | University:  University of Minnesota  Program of Mortuary Science  Attn: Michael P. LuBrant, Ph.D., Director  420 Delaware Street SE  Minneapolis, MN 55455  Phone: 612.624.6464  E-mail: [mpl@umn.edu](mailto:mpl@umn.edu) |

**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 University and Funeral Establishment each will identify, and notify each other of, a person responsible for serving as its liaison during the course of this affiliation. University liaison shall be a member of the faculty of the Program of Mortuary Science. Funeral Establishment liaison shall be known as the preceptor. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The liaisons jointly will plan for:

1. selection, assignment and orientation of students;
2. periodic review and/or preparation of objectives for the instructional program; and
3. evaluation of student performance.

2.1.3 Either party may withdraw any student from assignment at Funeral Establishment site. Funeral Establishment has the right to take immediate action to suspend a student’s participation if the student’s conduct threatens the safety of clients, visitors or staff. For other concerns about student performance, Funeral Establishment agrees to notify the student and University liaison of the concerns and give the student an opportunity to correct performance deficiencies before removal from the training experience.

2.1.4 Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either Funeral Establishment or University and neither party shall have responsibility for payment of workers’ compensation benefits to the students. If Funeral Establishment provides employment or housing/boarding opportunities to students in addition to the educational training experience, Funeral Establishment acknowledges its responsibilities outlined under Section 2.3.5 below.

2.1.5 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. Students 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 the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 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. Modifications to this Agreement shall be made pursuant to Section 4.5 of this Agreement.

2.1.7 University and Funeral Establishment 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 students.

2.2 University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of students assigned to Funeral Establishment, including:

1. determination of educational goals for each student;
2. establishing prerequisite criteria for placement of students with Funeral Establishment—University will assign to Funeral Establishment only those students who have satisfactorily completed the prerequisite criteria;
3. determination of completion of the assignment;
4. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Funeral Establishment; and
5. final evaluation of students’ performance.

2.2.2 At the request of Funeral Establishment, students 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. Students will be required to comply once vaccine supply levels allow for vaccination.

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

2.2.4 University shall require that students carry hospitalization and medical insurance. Neither Funeral Establishment nor University is responsible for hospitalization or medical costs incurred by the students during the training program.

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

2.3 Funeral Establishment Responsibilities.

2.3.1 Funeral Establishment will retain full responsibility for the services rendered to its clients. It is understood that individual client services are not controlled, supervised or paid for by University, and University does not derive revenue from Funeral Establishment clients or third-party payors for services at Funeral Establishment.

2.3.2 Funeral Establishment will provide educational experiences for students that will help enable them to develop the skills and proficiency necessary to become competent practitioners in funeral service. In this regard, Funeral Establishment will provide the equipment, facilities, supplies and services necessary to meet the objectives of the training program and will allow students to be involved in all components of funeral service as listed in the clinical rotation/practicum assignments.

2.3.3 Preceptors at Funeral Establishment have responsibility for daily instruction, supervision and evaluation of students assigned to Funeral Establishment. This instruction and supervision will emphasize high standards of ethical conduct in all aspects of funeral service. Funeral Establishment preceptors agree to provide written evaluations of the performance of the students.

2.3.4 Funeral Establishment agrees to provide the student with a vehicle owned/leased by Funeral Establishment when the student is required, as part of a rotation/practicum experience, to transport individuals, bodies, ashes, documents, equipment, supplies or any other items to or from Funeral Establishment site or other location. It is understood that students are responsible for providing their own transportation to/from and between Funeral Establishment training sites.

2.3.5 To the extent Funeral Establishment provides employment or housing/boarding opportunities to University of Minnesota mortuary science students, Funeral Establishment acknowledges that such opportunities are separate from the educational training experience under this Agreement and University has no role, responsibility or control over these arrangements. Funeral Establishment further acknowledges that it has full legal responsibility for any employment or housing/boarding relationships it establishes with University of Minnesota mortuary science students.

2.3.6 Funeral Establishment will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Funeral Establishment site(s) during the course of students’ clinical experience under this Agreement. As set forth in Section 2.2.4, neither Funeral Establishment nor University is responsible for hospitalization or medical costs incurred by the student during the training program.

2.3.7 To the extent Funeral Establishment generates or maintains educational records related to students participating under this Agreement, Funeral Establishment 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 Funeral Establishment as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University’s records is required by Funeral Establishment to perform its responsibilities under this Agreement.

**3. Liability Insurance and Indemnity.**

3.1 University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 per claim/$3,000,000 annual aggregate covering University students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide Funeral Establishment with a certificate of insurance evidencing such coverage.

3.2 Funeral Establishment shall maintain, for itself and its employees, professional and general liability insurance in an amount that is consistent with community and industry standards. Upon request, Funeral Establishment will provide University with a certificate of insurance evidencing such coverage.

3.3 Funeral Establishment shall maintain automobile liability insurance in a minimum amount of $1,000,000 per occurrence and that policy shall cover University students for Funeral Establishment transportation responsibilities performed as part of a rotation/practicum experience as specified under Section 2.3.4 above. Upon request, Funeral Establishment will provide the University with a certificate of insurance evidencing such coverage.

3.4 University agrees to defend, hold harmless, and indemnify Funeral Establishment, 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 students) 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.

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

**4. Other Terms.**

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

4.2. Neither University nor Funeral Establishment 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.

4.3. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint venturers, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

4.4. 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.

4.5. Subject to the written authorization by appropriate representatives of University and Funeral Establishment, 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 of the respective party.

|  |  |
| --- | --- |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Michael P. LuBrant, Ph.D.  Title: Director, Program of Mortuary Science  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jakub Tolar, MD, PhD  Title: Dean, Medical School  Vice President for Clinical Affairs  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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