*University Program Agreement No.*



**PROGRAM AFFILIATION AGREEMENT**

**between**

# University of Minnesota’s       (“University Program”)

**and**

**University of Minnesota’s       (“University Training Site”)**

 ***THIS PROGRAM AFFILIATION AGREEMENT*** (“Agreement”), effective       through       (not to exceed five years), is between University Program and University Training Site, and is for the purpose of providing educational experiences at University Training Site for certain University Program students. The parties agree as follows:

**1. Description of Affiliation.**

 1.1 With this Agreement, University Program and University Training Site establish a program of education and training which requires facilities, equipment, services and personnel appropriate for University Program students to obtain necessary clinical experiences.

 1.2 This Agreement is intended, and shall be interpreted, to meet University Program’s accreditation standards related to educational affiliation agreements.

1.3 Contact Information.

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| University Training Site:     Attn:                          Phone:      E-mail:       | University Program:     Attn:                          Phone:      E-mail:       |

**2. Responsibilities of the Parties.**

 2.1 Joint Responsibilities.

 2.1.1 University Program and University Training Site each will identify, and notify each other of, a person responsible for serving as its liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

 2.1.2 The liaisons jointly will plan for:

 a. selection, assignment and orientation of students;

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

 c. evaluation of student performance.

 2.1.3 University Program has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student’s performance or conduct threatens the safety or welfare of patients, visitors or staff of University Training Site, University Training Site may suspend the student’s participation at University Training Site. University Training Site liaison will consult University Program liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

 2.1.4 Both parties agree to comply with all 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 University Training Site are not employees of University Training Site but, for purposes of this Agreement only, are members of University Training Site’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.

 2.1.5 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University Program will review this Agreement further to ensure it meets with University Program’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.

 2.1.6 University Program and University Training Site 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 to promote the development of appropriate professional attributes in students.

2.2. University Program Responsibilities.

2.2.1 University Program shall retain overall responsibility for the general educational experience of students assigned to University Training Site, including the following:

 a. determination of educational goals for each student;

 b. establishing prerequisite criteria for placement of students with University Training Site—University Program will assign to University Training Site only those students who have satisfactorily completed the prerequisite criteria;

 c. determination of completion of the assignment;

 d. if required, educational goals and objectives for the students will be provided;

 e. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to University Training Site;

 f. final evaluation of student performance; and

 g. if University Training Site members who participate in training of University Program students are to be appointed to the faculty of the University of Minnesota, such University Training Site faculty members shall be appointed in accord with the policy of University Program in effect at the time of appointment.

 2.2.2 Students who provide direct patient care or interact with staff in patient areas, at the request of University Training Site, 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 Program requires students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such students have undergone the background studies prior to participation in the training program under this Agreement.

 2.2.4 University Program certifies that its students have 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 the clinical program.

 2.2.5 University Program shall require that students carry hospitalization and medical insurance. Neither University Training Site nor University Program is responsible for hospitalization or medical costs incurred by the student during the affiliation.

 2.3. University Training Site Responsibilities.

 2.3.1 University Training Site shall 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 Program, and University Program does not derive revenue from University Training Site patients or clients or third-party payors for services at University Training Site.

 2.3.2 University Training Site will provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, University Training Site will provide the equipment, facilities, supplies and services for students and faculty assigned to University Training Site necessary to meet the objectives of the training program.

 2.3.3 University Training Site staff members, or University Training Site staff members with University Program faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to University Training Site. Such University Training Site staff members shall provide University Program with written evaluations of the performance of the students.

 2.3.4 University Training Site will provide for the orientation of students as to University Training Site’s rules, regulations, policies and procedures, including its safety policies and procedures. University Training Site will identify and provide University Program with copies of current policies and procedures at the training site that apply to the educational experience of the students.

 2.3.5 University Training Site 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 University Training Site during the course of students’ training experience under this Agreement. As set forth in Section 2.2.5, neither University Training Site nor University Program is responsible for hospitalization or medical costs incurred by the student during the training program.

 2.3.6 To the extent University Training Site generates or maintains educational records related to students participating under this Agreement, University Training Site 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 Program hereby designates University Training Site as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University Program’s records is required by University Training Site to perform its responsibilities under this Agreement

**3. Financial Terms. (Check appropriate financial description.)**

 **[ ]** Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment      .

 [ ]  None

**4. Other Terms.**

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

 4.2 Neither University Program nor University Training Site 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 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement, existing between University Program and University Training Site, whether executed at the institutional or college program level.

 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 Program and University Training Site, 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.

*[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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jakub Tolar, MD, PhDTitle: Dean, Medical SchoolVice President for Clinical AffairsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

***Note: Agreement is to be executed by University Training Site before University Program begins the execution process.***