*University Agreement No.*



**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**between**

# Regents of the University of Minnesota

**through its** **(“University”)**

**and**

**(“Affiliate”)**

 ***With this Agreement of Institutional and Program Affiliation*** (“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 certain Affiliate students enrolled in Affiliate’s      program, agree as follows:

**1. Description of Affiliation.**

* 1. With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.
	2. Contact Information.

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| Affiliate:     Attn:                Phone:      E-mail:       | University:University of MinnesotaAttn:                     Phone:      E-mail:       |
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**2. Responsibilities of the Parties.**

 2.1 Joint Responsibilities.

 2.1.1 University and Affiliate 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;

 c. evaluation of student performance; and

 d. solutions to problems which may arise in the clinical education experience.

 2.1.3 Affiliate 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, University may suspend the student’s participation at University site(s). University liaison will consult Affiliate liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

 2.1.4 Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either Affiliate or University and neither party shall have responsibility for payment of compensation or any employment benefits to students including, but not limited to, workers’ compensation benefits.

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

* + 1. The parties shall review this Agreement periodically to evaluate its operations and effectiveness. Affiliate shall review this agreement further to ensure it meets with Affiliate’s curriculum requirements as well as the standards of its accrediting agency(ies). Modifications to this Agreement shall be made pursuant to Section 5.6 of this Agreement.
		2. Affiliate and University 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 Affiliate Responsibilities.

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

 a. determination of educational goals for each student (educational goals and objectives for the students in the program are outlined in Attachment A);

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

 c. determination of completion of the assignment;

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

 e. final evaluation of student performance; and

 f. if University members who participate in training of students are to be appointed to the faculty of Affiliate, such University faculty members shall be appointed in accord with the policy of Affiliate 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, 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 Affiliate 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 Affiliate certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens.

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

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

2.3 University Responsibilities.

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

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

 2.3.3 University staff members have responsibility for teaching, supervising and evaluating the performance of students assigned to University. University agrees to provide Affiliate with written evaluations of the performance of the students.

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

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

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

**3. Liability Insurance and Indemnity.**

 3.1 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 all Affiliate students 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.

 3.2 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 students), during the performance of its obligations under this Agreement.

 3.3 University 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.

 3.4 University agrees to defend, hold harmless, and indemnify Affiliate, 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 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.

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

 **[ ]** Financial arrangements, including stipends, benefits and other costs as agreed to by the parties, are set forth in Attachment  .

 [ ]  None

**5. Other Terms.**

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

 5.2 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.

 5.3 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 college program level.

 5.4 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, students or representatives be considered employees, agents or representatives of the other party.

 5.5 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.

 5.6 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.

 5.7 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.

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Regents of the University of Minnesota**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:      Title:      Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Jakub Tolar, MD, PhDTitle: Dean, Medical School Vice President for Clinical AffairsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

**Attachment A**

**Educational Goals and Objectives for Affiliate Students**

**Attachment**

**FINANCIAL TERMS**