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**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**

**Between**

# The Regents of the University of Minnesota

**Through its School of Social Work (“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 Affiliate’s sites for certain University students enrolled in the program(s), the parties agree as follows:

**1. Description of Affiliation.**

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

 1.2 Contact Information:

 Affiliate:

 Attn:

 Phone:

 Fax:

 University: University of Minnesota

 Attn:

 School of Social Work

 105 Peterson Hall

 1404 Gortner Avenue

 St. Paul, MN 55108

 Phone: 612-624-4287

 Fax: 612-624-5245

**2. Responsibilities of the Parties.**

 2.1 Joint Responsibilities.

 2.1.1 The University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of all parties.

 2.1.2 The persons responsible for the liaison will jointly 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. Periodic review of program costs and payments.

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

 2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the Affiliate or the University and neither party shall have responsibility for payment of workers compensation benefits to the student.

 2.1.5 Both parties agree to comply with the Title 45, Section 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. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

 2.1.6 The parties agree to meet at least       (   ) time(s) per year to review the operations and effectiveness of this Agreement.

 2.2. University Responsibilities.

 2.2.1 The University shall assume overall responsibility for the general educational experience of students assigned to the Affiliate. That responsibility includes the following:

 a. Determination of educational goals for each student;

 b. Establishing prerequisite criteria for placement of students with the Affiliate;

 c. Determination of completion of the assignment;

 d. Educational goals and objectives for the students in the program are outlined in Attachment A;

 e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to the Affiliate;

 f. Final evaluation of student performance; and

 g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of the University in effect at the time of appointment.

 2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of the Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; chicken pox (varicella), positive history, or positive titre; hepatitis B series or documented immunity; and evidence of annual Mantoux test or a statement from a provider stating that the student does not have active tuberculosis (TB). 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 At the request of the Affiliate, the University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

 2.2.4 The University 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 The University shall require that students carry hospitalization and medical insurance. Neither the Affiliate nor the University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

 2.3. Affiliate Responsibilities.

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

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

 2.3.3 Affiliate staff members with University of Minnesota faculty appointments (“Affiliate faculty”) have responsibility for teaching, supervising and evaluating the performance of students assigned to the Affiliate. Affiliate faculty agrees to provide University with written evaluations of the performance of the students.

 2.3.4 The Affiliate agrees to identify and provide the University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

**3. Liability Insurance and Indemnity.**

 3.1 The 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 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, the University will provide a certificate of insurance evidencing such coverage.

 3.2 The 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, including reasonable attorney’s fees arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this Agreement. The University’s liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

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

 3.4 The Affiliate 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, including reasonable attorney’s fees 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.

**4. 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 B.

 [ ]  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 the University nor the Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

 5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement, existing between the University and the Affiliate, 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 among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any 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 the University and the Affiliate, addenda to this Agreement may be developed to facilitate day to day and year to year execution of the goals of the agreement. Each addendum shall be in writing and executed by an authorized representative of each of the parties. To the extent an addendum 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.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement as follows:

**Regents of the University of Minnesota**

By: By:

Name:  Name:

Title: Field Director Title:

 School of Social Work

Date: Date:

By: By:

Name: Jean K. Quam Name:

Title: Dean, College of Education Title:

 and Human Development

Date: Date:

***NOTE: The affiliation agreement should be executed by the affiliated institution before University representatives begin execution process.***

**Attachment A**

**Educational Goals and Objectives**

**Attachment B**

**Financial Terms**