Affiliation Agreement for Medical Student Education Between The University of Cincinnati College of Medicine And Name of Affiliate

This agreement is made at Cincinnati, Ohio, as of the __ day of Year, between the University of Cincinnati, on behalf of its College of Medicine (College) and Name of Affiliate (Affiliate).

WHEREAS, the University of Cincinnati operates a College of Medicine and offers a program for the education of medical students that is accredited by the Liaison Committee on Medical Education; and

WHEREAS, as part of the curriculum for the education of medical students, the College requires the use of medical facilities and supervised access to direct patient care to provide clinical experience and training to students; and

WHEREAS, Affiliate has facilities which can be used to furnish clinical experience for medical students and desires to have their facilities so used; and

WHEREAS, it is to the mutual benefit of the parties that students of the College are assigned to the Affiliate facilities for clinical training and experience;

THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

1. The purpose of this Affiliation Agreement is to define the responsibilities of each party to the other and to set forth the terms of how the parties will cooperate regarding the education of medical students from the College. No payments shall be made between the parties or to the students in connection with this Agreement.

2. The Board of Trustees of the University is responsible for the academic activities of the University, including programs of instruction and evaluation of students studying for University degrees, and appointment, reappointment and promotion of University faculty. The Board of Trustees of the University delegates to the Dean of the College of Medicine the responsibility of reviewing academic activities and reviewing all individuals who hold academic appointments in the College of Medicine.

3. The College will maintain accreditation by the Liaison Committee for Medical Education (LCME) for its program of medical student education.

4. The Board of Trustees of Affiliate is responsible for the appointment of members of its Medical Staff and the patient care rendered at Affiliate. Credentialing at
Affiliate is governed by the policies of the Medical Staff as approved by the Board of Trustees at Affiliate.

5. Affiliate will maintain accreditation for patient care by the Joint Commission or other approved accrediting bodies.

6. Affiliate, consistent with the medical school accreditation requirements of the Liaison Committee for Medical Education (LCME), recognizes the primacy of the College over academic affairs and the education and evaluation of students.

7. The College shall design, implement and administer programs for medical students with clinical training and experience to be provided in part at Affiliate. For said clinical training and experience, the Affiliate shall provide the use of its facilities and supervised access to direct patient care by students. The Affiliate agrees to assist the College in evaluating the clinical performance of students.

8. The College, in consultation with Affiliate, will designate a specific physician to serve as a Site Director for the students rotating at Affiliate. This Site Director will act as a liaison between the full time faculty at College and the teaching physicians at Affiliate to ensure teaching quality.

9. The College, through the Senior Associate Dean for Academic Affairs and the respective clinical clerkship directors or other designated faculty, shall provide the medical staff of Affiliate with curriculum requirements as well as appropriate evaluation forms and criteria. To enhance the level of uniformity of clinical rotations

10. The College, through the Senior Associate Dean for Academic Affairs and the clinical clerkship directors or other designated faculty, will periodically provide feedback to the teaching faculty at Affiliate. The feedback may include analysis of evaluations received by students in their clinical rotations at Affiliate.

11. Clinical resources of the Affiliate shall be made available for teaching purposes for the students of the College subject to the policies, bylaws, rules and regulations of the Affiliate. Under these guidelines the Affiliate will provide each medical student who is certified by the College the opportunity for clinical experience and will permit such students and members of the University faculty access to appropriate Affiliate and outpatient department facilities.

12. The Affiliate will permit its staff and other personnel to participate in the clinical teaching of students.

13. Residents and Clinical Fellows in training programs accredited by the ACGME, upon approval of the appropriate Residency Program Director at Affiliate and clinical clerkship directors at the College, will be permitted to participate in medical student education.
14. Affiliate shall cooperate with College’s department heads and other personnel to resolve any matters relating to access to Affiliate facilities or resources.

15. The placement of medical students at Affiliate shall be based upon the educational requirements of the medical school curriculum and the availability of clinical resources at Affiliate. The distribution of students in the various clinical practice areas at Affiliate, and the term, rotation, and assignment of the students shall be determined by the College, in consultation with the Affiliate, provided that the Affiliate shall not be obligated to accept more students than the number of students for which it determines it has adequate capabilities and resources.

16. The Affiliate shall have the right to refuse to accept for placement any student, or request the removal of any student, with or without cause, upon written notification to the College, with which notification shall set forth the basis for any with cause removal. The College shall comply with the refusal or request for removal.

17. Any disciplinary action against the students shall be conducted by the College in accordance with its policies and procedures.

18. The Affiliate shall provide physical space, facilities and such other office equipment, furniture, fixtures, medical equipment and expendable supplies as the parties hereto deem reasonably necessary for the medical student education program at that site. The Affiliate shall provide adequate on-call rooms or other accommodations for use by students who are required to remain in the clinical site and shall make available to students its cafeteria, dressing or locker rooms, computer access, conference rooms, and medical library as available, all without charge except for food and beverages consumed.

19. The Affiliate shall use its best efforts to ensure that its environment promotes the development of appropriate professional attributes in the medical students assigned thereto.

20. The Affiliate will provide access at reasonable times and with reasonable advance notice to representatives of the College and the representatives of the College’s accrediting bodies.

21. The students from the College shall comply with all the policies and procedures of the Affiliate. Affiliate shall ensure that students are provided such policies and procedures. The College shall inform students assigned to the Affiliate that they must meet appropriate standards for health screening as mutually agreed upon by the College and the Affiliate.

22. College will require all students assigned to Affiliate to maintain health insurance and provide proof of health insurance to the school. Affiliate may request that the student provide proof of health insurance prior to the beginning of the clinical experience at Affiliate.
23. The College requires all students to have completed a criminal background check prior to matriculation. Affiliate shall notify the College of any required additional criminal background checks.

24. The College requires students to have documented appropriate immunizations on file with the College. Affiliate shall notify the school of its requirements for immunizations.

25. Students from the College may be required to undergo a drug test or other similar screening test pursuant to the Affiliate’s policies and practices. Students from the College are subject to for cause testing or random testing by the Affiliate pursuant to the Affiliate’s policies and practices. The cost of any such test will be paid for by the student if not by the Affiliate.

26. Affiliate agrees to provide emergency care for any accident, injury, including HIV exposure, or illness at the student’s expense. The responsibility for follow-up care remains the responsibility of the student. With permission of the student, Affiliate will report exposure to infectious agents to University Health Services and the student’s personal physician.

27. The College shall require that students wear nametags, prominently displayed, at all times during the clinical experiences at Affiliate. If Affiliate does not provide student with a nametag for Affiliates site, students shall wear their UC College of Medicine nametags.

28. The students participate in the educational program with no expectation of reimbursement of any expense or expectation of any salary or monetary consideration.

29. College shall maintain all educational records and reports completed by the students or others relating to the educational program at the Affiliate. Affiliate understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(g) and agrees to abide by its provisions. Protected information may include grades, clinical performance data, identifiable information.

30. The Affiliate shall have custody and control of all medical records and charts contained in patient files at the Affiliate, and the College, its faculty or students shall not remove or copy such records except pursuant to a specific request in writing with respect to and from a patient or patients to whom such records pertain.

The identity of patients, the nature of procedures or services provided to patients and information included in patients’ medical records shall be confidential and shall not be disclosed by the College, its faculty or the students other than for use in direct patient care by authorized personnel during the current Affiliate
admission, pursuant to written authorization from the patient or his/her legal representative, or as may be required by law. Use of patient information in educational course work is acceptable, except any and all patient identifiers shall be removed from the work. The College will assure that students are familiar with the basic principles of confidentiality as defined by the Health Insurance Portability and Accountability Act and/or other such rules and regulations that may be in effect. Students participating in clinical training pursuant to this Agreement are members of the Affiliate’s workforce for purposes of the Health Insurance Portability and Accountability Act pursuant to 45 C.F.R. §160.103 (HIPPA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPPA. The statement above applies solely to HIPPA privacy and security regulations applicable to the Affiliate and does not establish an employment relationship. Students will be subject to the Affiliate’s HIPAA policies and procedures. The Affiliate is responsible for enforcement of its HIPAA policies and procedures and compliance by students assigned to the Affiliate.

31. The College shall maintain insurance or a financially sound program of self-insurance adopted and paid for by the University that covers medical malpractice and liability claims. College shall supply documentation of such coverage to affiliate upon request.

32. Affiliate will insure itself and its employees and workforce through fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability. Affiliate shall supply documentation of such coverage to College upon request.

33. The Affiliate agrees to notify the College of any and all actual, potential and/or alleged claims arising from the students’ participation in the programs at the Affiliate. The Affiliate agrees to cooperate with the College in the defense of professional liability claims, and to assist the College in claims management, including but not limited to, risk identification, claims investigation and control processes. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

34. Neither the Affiliate nor the College will discriminate against anyone applying for or enrolled in the Program because of race, color, religion, national origin, sex, sexual orientation, age, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era.

35. It is understood and agreed that the students are medical students enrolled in clinical education training programs sponsored by the College at the Affiliate. The participation in patient care and other health services by students at the Affiliate is performed in fulfillment of certain academic requirements under the
clinical supervision of the Affiliate, its staff of the appropriate discipline and College faculty. The Affiliate will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Affiliate’s facilities, students will have the status of trainees; are not to replace Affiliate staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student’s level of training.

36. The College, its faculty and employees are at all times acting as independent contractors and not as employees of the Affiliate. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of independent contractor. The students participating in the program will not be considered employees or agent of the Affiliate or College for any purpose. Students will not be entitled to receive any compensation from the Affiliate or the College or any benefits of employment from the Affiliate or the College, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

37. Any dispute, controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, which cannot be settled between the parties shall be referred for recommendations to a committee consisting of two (2) individuals designated by the College, two (2) individuals designated by Affiliate and one (1) individual mutually agreed upon by the individuals designated by Affiliate and College. Each such designation (except the one individual mutually agreed upon) may be changed by the designating party from time to time and may be either by name or ex-officio.

38. The terms of this agreement shall commence upon the signing of this agreement and shall automatically renew yearly through January 1, 2020 unless terminated earlier in accordance with paragraph 21.

39. This Agreement may be terminated upon the happening of any of the following events:
   a. By the College upon thirty (30) days written notice in the event of a bona fide academic credentialing or licensing authority recommendation or citation;
   b. By any party in the event that another party shall default in the performance of its material obligation under this Agreement or the addenda or shall breach any material provision of the Agreement or any addenda, provided that the defaulting party shall fail to cure its default within sixty (60) days after receiving written notice of default from the terminating party; or
c. At any time, with or without cause, by any party upon sixty (60) days written notices, provided that any student who has been placed or has been approved for placement shall be permitted to complete his/her placement; or

d. Whenever the parties shall mutually agree in writing.

40. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to the College:  
Senior Associate Dean for Academic Affairs  
University of Cincinnati  
College of Medicine  
PO Box 670555  
Cincinnati, OH  45267-0555

As to the Affiliate:  
________________________  
________________________  
________________________

41. This Agreement shall not be assigned or assignable by either party without the prior written consent of the other party.

42. This Agreement may be amended at any time and from time to time by written instrument executed by all parties.

43. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.

44. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The College is a public entity entitled to protections of governmental immunity under Ohio law, and it is specifically understood and agreed by the parties that nothing contained in this Agreement shall be construed as (a) an express or implied waiver by the College of its immunity or that of the State of Ohio; (b) an express or implied acceptance by the College of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable for a state entity under Ohio law; or (c) a pledge of the full faith and credit of a debtor contract or assumption by the College of a debt, contract or liability of the Affiliate.

45. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior written or oral statements, understandings or agreements.
46. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the day and year first written above.

The University of Cincinnati, on behalf of its College of Medicine

By: _____________________ Date __________

Affiliate

By: _____________________ Date __________