College of Pharmacy
EXPERIENTIAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the “Agreement”), effective the date last signed by a party below, is entered into by and between the UNIVERSITY OF CINCINNATI, a state institution of higher education organized under Section 3361 of the Ohio Revised Code (the “University”), on behalf of its COLLEGE OF PHARMACY (the "College"), and ______________________________ (the "Practice Site").

WHEREAS, the College offers a professional Doctor of Pharmacy degree program (PharmD) for students ("Pharmacy Students"), and wishes its Pharmacy Students to benefit from the experiences available at the clinical pharmacy settings that the Practice Site can provide; and

WHEREAS, the College has established a Professional Experience training program (the "PEP Program") for qualified students preparing for the practice of pharmacy; and

WHEREAS, the Practice Site is committed to the education of pharmacy students and other health professions students and believes that an educational affiliation with the College will assist the Practice Site in providing for the health and welfare of its patients; and

NOW, THEREFORE, the parties agree as follows:

I. Obligations of the Practice Site.

A. The Practice Site will provide clinical training opportunities for Pharmacy Students in settings that are representative of contemporary pharmacy practice. These clinical training activities will include the shadowing experiences, introductory professional experiences and advanced professional experiential rotations. All clinical training will be conducted under the direct supervision of a licensed pharmacist or other licensed health care practitioner (hereinafter, "Practitioner Faculty").

B. The Practice Site shall identify Practitioner Faculty at the Practice Site’s pharmacy locations who will be responsible for developing and precepting clinical rotations that meet the experiential curricular requirements of the College.

C. The Practice Site shall supervise and evaluate student performance using standardized assessment instruments provided by the College and shall provide this assessment data to the College.

D. The Practice Site shall assure that the Practitioner Faculty maintain as current all licenses, certifications, and accreditations which are required to practice in their profession.

E. The Practice Site shall orient Pharmacy Students to the policies and procedures of the Practice Site and shall make all reasonable efforts to assure that the Pharmacy Students comply with the Practice Site policies and procedures. Practice Site shall ensure Practitioner Faculty assigned as preceptors are oriented to the PEP Program mission and specific learning expectations.
F. The Practice Site shall maintain administrative and professional control of Pharmacy Students insofar as their presence in the Practice Site affects the Practice Site’s operations and the direct or indirect care of the Practice Site's patients. While Pharmacy Students are participating in the program at Practice Site they will be functioning as part of Practice Site’s workforce pursuant to 45 C.F.R. §160.103 and shall be subject to Practice Site’s HIPAA policies and procedures. Practice Site shall be responsible for enforcement of their policies and procedures and compliance by Pharmacy Students.

G. The Practice Site shall allow Practitioner Faculty to participate in educational programs at the College in a manner consistent with their faculty appointment and practice responsibilities.

H. The Practice Site represents and warrants that its activities undertaken in performance of this Agreement shall be conducted in compliance with applicable state and federal laws.

II. Faculty Appointments.

A. The College will extend an adjunct clinical faculty appointment to Practitioner Faculty. The rank and level of appointment will be commensurate with their education and experience. The Practitioner Faculty should demonstrate proficiency in pharmacy practice, have an aptitude for practice-based and didactic teaching, and demonstrate an interest in scholarship, all as determined by the College. Practitioner Faculty will have academic responsibilities within the College consistent with their appointment. Practitioner faculty may apply for a promotion of their adjunct appointment in accordance with the criteria for promotion set forth by the College of Pharmacy Division of Pharmacy Practice and Administrative Science.

III. Obligations of the College.

A. The College shall have full and final authority for the educational programs at the College and shall be responsible for the selection, appointment, and assignment of all Pharmacy Students to clinical rotations at the Practice Site. Prior to the assignment of any Student to the Practice Site, the College and the Practice Site will work together to ensure that all Students assigned to the Practice Site are acceptable to Practice Site. The number of students assigned to the Practice Site shall be mutually agreed upon. The Practice Site shall be informed, at least thirty (30) days prior to the beginning of a pharmacy rotation cycle, of the names and qualifications of Pharmacy Students assigned a clinical rotation. Students assigned less than 30 days prior to the start of the rotation will be agreed upon by both the College and the Practice Site.

B. The College will provide curricular guidelines and assessment instruments to Practitioner Faculty on an annual basis. Practitioner Faculty will be invited to attend faculty development workshops and continuing education programs at the College.

C. The College will make its facilities, equipment, and personnel available to The Practice Site for research or other educational projects upon a determination by the College, in its sole discretion, that such endeavors will be cost effective and beneficial to the College.

E. In participating in the clinical rotations under this Agreement, the Pharmacy Students shall not, at any time, be considered agents or employees of the Practice Site or the University.
**IV. Insurance and Mutual Responsibility.**

Each of the parties will insure itself and its employees through fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability. Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that this section is only a statement setting forth the limited responsibility of each party for its own acts of judicially determined negligence or willful malfeasance, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party or any third party.

**V. Administration.**

A. The program shall be administered on a day to day basis by two individuals, one of whom shall be appointed by the Practice Site who will have authority over the administration of the Practice Site’s portion of the PEP Program, and either the Director of Experiential Programs or the IPPE Coordinator of the College, who will have authority over the administration of the College's portion of the PEP Program. These three individuals shall be responsible for the following:

1. scheduling the activities of the students at The Practice Site,
2. coordinating any Practice Site activities on the College premises,
3. coordinating clinical practice functions, and
4. coordinating teaching responsibilities.

**VI. Confidentiality.**

A. The Practice Site is the owner of valuable, confidential proprietary and trade secret information ("Confidential Information") relating to its products and services. The University agrees that any information which is marked as Confidential Information and which is disclosed to the University or to Pharmacy Students shall be maintained as confidential in accordance with Ohio law. The University further agrees that none of this Confidential Information shall be disclosed to any other party in whole or part except as may be required by law. If a request for disclosure is made, the University shall notify the Practice Site five (5) business days in advance of releasing any Confidential Information, unless required by law to disclose sooner. The University further agrees not to use Confidential Information in whole or in part with or on behalf of any individual or any company other than University. Confidential Information shall not include information which 1) is now common knowledge or subsequently becomes common knowledge through no breach of this Agreement, 2) is rightfully in the University's possession prior to the disclosure by the Practice Site, 3) is received by the University from a third party who is not under an obligation of confidentiality with respect to such information, or 4) is independently developed by or for the University without benefit of Confidential Information received from the Practice Site. Notwithstanding anything in this Agreement to the contrary, the University shall not be required to maintain the confidentiality of any information (including Confidential Information) if, in the sole opinion of the University’s Office of General Counsel, the disclosure of such information is required by the Ohio Records Act, Ohio Revised Code 149.43, or any other applicable state or federal law governing the University.

B. The Practice Site will protect student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. & 1232 (g), and the Health Insurance Portability and
Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. Practice Site further agrees to be liable for, and report any breach of such confidential student information or educational records to the College within five (5) days of determining such a breach.

C. The Practice Site shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student education records received from, or on behalf of School or its students. The procedures will be documented and available for School to review upon request. Upon termination, cancellation, expiration or other conclusion of the agreement, Practice Site shall securely store or destroy student education records in accordance with its own human resource retention policies.

VII. Intellectual Property.

Title to any intellectual property, including copyrights or copyrightable material, produced by University or its Pharmacy Students in the performance of this Agreement shall remain with the University. The University hereby grants to the Practice Site a revocable, royalty-free, non-transferable, non-exclusive license, without right to sublicense, to use and reproduce materials developed by University or Pharmacy Students under this Agreement, including computer software and its documentation developed under this Agreement, for the Practice Site’s internal, non-commercial purposes. The University further grants to the Practice Site an option to negotiate a non-exclusive royalty-bearing license to use, reproduce, display, distribute, and perform such computer software and its documentation for commercial purposes, such option to expire on the date of the termination of this Agreement.

VIII. HIPAA, OSHA Bloodborne Pathogens, CPR and Immunization Training Compliance.

The University shall ensure that all students involved in educational program at the Practice Site will receive generalized training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the facilities of the Practice Site. All students will receive annual Occupational Safety and Health Administration bloodborne pathogen (OSHA-BBP) training. In the event of a potential bloodborne pathogen exposure, the Practice Site will ensure that the student receives immediate and appropriate medical care. Each Pharmacy Student in their third and fourth professional year is also required to be certified to provide CPR and immunizations and prior to beginning their advanced professional experiences. The College will provide proof of such training to the Practice Site upon request. Each Pharmacy Student is also required to be certified to provide CPR and Immunizations prior to beginning their Advanced Pharmacy Practice Experiences. Any Practice Site-specific requirements beyond generalized training referenced in this section shall be provided to Pharmacy Students by the Practice Site. Practice Site shall be responsible for ensuring Pharmacy Students comply with Practice Site’s requirements.

IX. Immunizations and Health Insurance.

Pharmacy Students are required to provide in a confidential manner documentation confirming previous immunization, natural infections or serologic immunity against measles, rubella and mumps that has been signed by their personal physician and one dose of adult Tdap in the last 10 years. Further, Pharmacy Students are required to have completed a Hepatitis B vaccination series with demonstration of serologic immunity and annual TB testing. All Pharmacy Students with a negative history of chickenpox are required to have a VZV titer drawn to determine immunity and all susceptible students
will be required to receive two doses of VZV vaccine. Pharmacy Students are also required to have an annual influenza immunization, unless a student has documented medical contraindication or religious objection. Pharmacy Students are required to have health insurance from a U.S. admitted insurance company with a U.S. based claims administrator.

Each Pharmacy Student will be responsible for complying with these requirements and will be responsible for any and all costs associated with meeting these requirements. College shall notify Pharmacy Students of their obligation to comply with these requirements in order to participate in the program at Practice Site.

X. Criminal Background Checks, Intern Licenses, and Drug Screenings

Pharmacy Students have a background check performed as part of the application to the College and prior to completing any experiences in the PEP Program. Pharmacy Students are required to obtain and maintain an active Ohio and Kentucky intern licenses prior to beginning any introductory or advanced professional experiences. As a component of obtaining their Ohio intern license, Pharmacy Students undergo an FBI and Ohio BCI background check which includes fingerprinting. The College requires Pharmacy Students undergo a second FBI and Ohio BCI background check which includes fingerprinting prior to the Pharmacy Students beginning their advanced professional experiences. A copy of the second background check can be made available upon the reasonable request of the Practice Site.

The Practice Site may require the Pharmacy Student to undergo a drug screening prior to the beginning of the rotation. Drug screenings shall be coordinated by the Practice Site and at the expense of the Practice Site.

XI. Term and Termination.

A. The term of this Agreement shall commence on the date of the final signature on this Agreement and shall continue for a period of five (5) years, unless terminated sooner by one or both parties as described below.

B. This Agreement may be terminated by the University by giving six (6) months’ prior written notice to the Practice Site.

C. This Agreement may be terminated by the Practice Site by giving six (6) months’ prior written notice to the College.

XII. Miscellaneous.

A. When, in the opinion of the Practice Site, a Pharmacy Student's conduct or performance adversely affects patient care, disrupts the operations of the Practice Site’s Pharmacy, violates the policies and procedures of The Practice Site, or is deficient in any manner, the Practice Site shall notify the College and the College and the Practice Site shall together determine whether the Pharmacy Student should be removed from the clinical rotation at the Practice Site.

B. The terms and conditions of the Agreement are in accordance with the accreditation requirements of the American Council on Pharmaceutical Education, as they existed on the date of the signing of the Agreement. In the event the accreditation requirements change during the term of the Agreement, the
College will inform the Practice Site of the changes, and the Agreement shall be amended to conform to the new requirements.

C. The Practice Site shall provide all physical facilities reasonably required for the clinical rotations for the College's Pharmacy Students. The Practice Site shall provide reasonable orientation to Pharmacy Students on the Practice Site’s facilities, policies and procedures, rules or regulations.

D. The Practice Site is a separate entity and as such, shall retain control over its organization, management, budget, operation, and delivery of services.

E. The University of Cincinnati is an autonomous educational institution which shall retain control over the organization and administration of its educational programs, curriculum content, student selection, matriculation and faculty appointment, reappointment, promotion and tenure.

F. No faculty member or student shall be discriminated against because of age, race, color, religion, national origin, sex, handicap, or veteran status.

G. Practitioner Faculty are employees of the Practice Site and neither the College nor the University of Cincinnati shall have any obligation for any withholding or granting of benefits for the Practice Site employees or for withholding of taxes or Workers' Compensation. Pharmacy Students of the College shall not be deemed to be employees of the Practice Site for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of their participation in the educational program. Each Pharmacy Student is placed with the Practice Site to receive clinical experience as part of his or her academic curriculum; those duties performed by a Pharmacy Student are not performed as an employee of Practice Site, College or University, but in fulfillment of these academic requirements and are performed under supervision of Practice Site employees. At no time shall Pharmacy Students replace or substitute for any employee of the Practice Site. This provision shall not be deemed to prohibit the employment of such Pharmacy Student by the Practice Site under a separate employment agreement. The College shall notify each Pharmacy Student of the contents of this section.

H. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior oral or written agreements or understandings of the parties.

I. This Agreement may be amended by the parties hereto by written agreement executed with the same formalities as the Agreement.

J. This Agreement shall be governed and construed exclusively by and in accordance with the laws of the State of Ohio.
IN WITNESS WHEREOF, the University of Cincinnati on behalf of its College of Pharmacy, and the Practice Site have executed this Agreement.

**PRACTICE SITE**

By ______________________________
Name/Title ______________________________
Date ______________________________

**UNIVERSITY OF CINCINNATI**

on behalf of its **COLLEGE OF PHARMACY**

By: Bradley Hein, BS, PharmD, BCPS
Associate Dean for Professional Education and Assessment

Date ______________________________