COLLEGE OF PHARMACY
FACULTY PLACEMENT AGREEMENT

THIS 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 pharmacy practice settings that the Practice Site can provide; and

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

WHEREAS, 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

WHEREAS, the College and Practice Site have previously entered into an Affiliation Agreement, dated __________ (the “Affiliation Agreement”), through which Pharmacy Students are provided clinical training opportunities at Practice Site; and

WHEREAS, the parties wish to further enhance the clinical experience of the Pharmacy Students and enhance the ability of the Practice Site to provide services to its patients, by having the College provide one or more full time faculty members (“Faculty Member” or, collectively, “Faculty Members”) who will practice at the Practice Site and precept Pharmacy Students at the Practice Site; and

WHEREAS, full time Faculty Members assigned to work at the Practice Site will also provide pharmacy services and be responsible for the delivery of care to patients at the Practice Site.

NOW, THEREFORE, the parties agree as follows:

I. Faculty Appointment.

A. The College will assign one or more Faculty Members to practice at the Practice Site. The services these Faculty Members will provide for Practice Site are described in Attachment 1, a copy of which is attached hereto and incorporated herein. Prior to the assignment of any Faculty Member to the Practice Site, the
College and the Practice Site will work together to ensure that all Faculty Members assigned to Practice Site are acceptable to the Practice Site.

B. For the purpose of patient care services, Faculty Members will be accountable to one or more individuals identified by the Practice Site and listed in Attachment 1.

C. For teaching and scholarship purposes, Faculty Members will be accountable to the College through the Chair of the Division of Pharmacy Practice and Administrative Sciences.

D. The rank of the Faculty Members as well as their term of appointment will be determined by the Dean of the College in consultation with the faculty of the College.

E. Each Faculty Member assigned pursuant to this Agreement will be a full-time employee of the University.

F. The Chair of the Division of Pharmacy Practice and Administrative Sciences of the College will oversee and review the teaching and scholarship activities conducted by the Faculty Members undertaken through this agreement and in accordance with the College's Bylaws for evaluation of faculty performance.

G. The College and the Practice Site designee will evaluate the practice workload and teaching responsibilities of the Faculty Member on an annual basis to ensure the Faculty Member’s success.

H. A mutually agreeable schedule of work for the Faculty Members will be determined by the College and the Practice Site. Either party may initiate a change in the mutually agreeable schedule of work by contacting the other party and requesting a temporary or permanent modification of the schedule of work. Upon the initiation of such discussions, the parties will work together to find an acceptable alternative schedule of work.

II. Responsibilities of Faculty Members Assigned to Practice Site.

A. Faculty Members will carry out the following practice responsibilities:

1. Develop and deliver a pharmacy practice model that is consistent with the needs of patients and physicians at the Practice Site and within the limits of the scope of the Practice Site’s pharmacy practice.

2. Provide direct care to Practice Site’s patients at the Practice Site on a regular basis.

3. Provide drug information and consultation to pharmacists and other healthcare professionals as appropriate.

4. Precept pharmacy experiential clinical rotations in an appropriate patient care setting at the Practice Site by integrating Pharmacy Students into the practice
responsibilities of the Faculty Member. The Faculty Member will not be expected to precept Pharmacy Students until a practice has been established. When the practice model has been fully developed, up to two Pharmacy students per month will be located at the site on a consistent basis throughout the year so that Pharmacy Students might be considered part of the resource that provides cognitive services.

5. Pharmacy Students assigned to the Faculty Member shall not be considered reimbursable rotations for the Practice Site under the Affiliation Agreement.

6. Assist in the development of disease management programs and other cognitive services that help facilitate the care of patients by all Practice Site pharmacists.

7. Participate in the training of Practice Site pharmacists to provide cognitive services.

8. Coordinate the Faculty Member’s own activities with the pharmacy services of the Practice Site to ensure consistent delivery of pharmacy services.

9. Maintain the Faculty Member’s pharmacy license and for maintaining their practice credentials at the Practice Site.

10. Comply with all requirements of immunizations, background checks, and drug screens as required by the Practice Site.

B. Teaching Responsibilities:

1. Faculty Members will be assigned teaching responsibilities at the College consistent with the needs of the PEP Program curriculum. However, the majority of these teaching activities will be scheduled to occur on a regular basis to allow for scheduling of patient care activities at the Practice Site. The teaching workload will be evaluated by the College on an annual basis and will be adjusted as the College deems necessary.

C. Scholarship and Research Responsibilities:

1. Faculty Members will maintain a presence in scholarship by, for example, participating in clinical studies, publishing in the professional literature, and presenting information to professional audiences.

D. College Service Responsibilities

1. Faculty Members will participate in the programs and committees of the College and the Division of Pharmacy Practice and Administrative Sciences at a level the College determines is appropriate. Such participation will be scheduled to minimize conflict with the teaching, patient care, and practice responsibilities of the Faculty Member.
E. Practice Plan Development and Monitoring Responsibilities

1. Faculty Members, in conjunction with the College and the Practice Site, will develop a plan for the development and implementation of a practice/teaching plan within the first six months of the Faculty Members’ start. The plan will be evaluated annually by the College and the Practice Site.

III. Obligations of Practice Site.

A. The Practice Site will have the following obligations with regard to the Faculty Members assigned to the Practice Site:

1. The Practice Site will provide suitable office space within reasonable proximity to the patient care area at Practice Site for the Faculty Members.

2. The Practice Site will provide telephone, facsimile and computer services as well as access to patient information needed to support job responsibilities of the Faculty Members at the Practice Site.

3. The Practice Site shall orient the Faculty Members to the policies and procedures of the Practice Site and shall make all reasonable efforts to assure that Faculty Members comply with Practice Site policies and procedures. While at Practice Site, Faculty Members shall 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 Faculty Members.

4. The Practice Site will support the development of a pharmacy practice model by the Faculty Members that is consistent with the needs of the patients of the Practice Site.

5. The Practice Site will allow for the training of Pharmacy Students by the Faculty Members on a voluntary basis using existing Practice Site resources and facilities.

6. The Practice Site shall perform and maintain any records of immunizations, background checks, or drug screens required of Faculty Members by the Practice Site.

B. The assignment of Faculty Members to the Practice Site does not negate Practice Site’s responsibilities under any Affiliation Agreement entered into between the University and the Practice Site that is in effect during the effective dates of this Agreement.

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.

The College and the Practice Site shall inform each other as soon as reasonably possible of any changes in staffing or teaching needs affecting the patient care services, clinical teaching of students, the availability of learning opportunities, or access to the Practice Site’s facilities.

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 or Faculty Members shall be maintained as confidential in accordance with state 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.

B. 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.
C. 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.

D. 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 employees 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 its employees 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 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 Compliance.

The University shall ensure that all Faculty Members assigned to the Practice Site will receive general training regarding the privacy rules of the Health Insurance Portability and Accountability Act (“HIPAA”) prior to entering the Practice Site’s facilities. Any Practice Site-specific requirements beyond generalized training referenced in this section shall be provided by the Practice Site. Practice Site shall be responsible for ensuring Faculty Members comply with Practice Site’s requirements.

IX. 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.

X. Miscellaneous.

A. When, in the opinion of the Practice Site a Faculty Member’s conduct or performance adversely affects patient care, disrupts the operations of the Practice Site, 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 work together to determine what steps to take in order to address the situation.

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

D. 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.

E. Neither party shall discriminate against any Faculty Member or student because of age, race, color, religion, national origin, sex, handicap, or veteran status.

F. Faculty Members are employees of the University. Faculty Members 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 not otherwise set forth herein.

G. This Agreement contains the entire agreement of the parties hereto regarding the placement of Faculty Members with the Practice Site, and supersedes any prior oral or written agreements or understandings of the parties. Any Affiliation Agreement previously entered into between the parties shall not be superseded by this Agreement.

H. This Agreement may be amended by the parties hereto by written agreement executed with the same formalities as the Agreement.
I. This Agreement shall be governed and construed exclusively by and in accordance with the laws of the applicable state.

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: ________________________________
Title: ______________________________
Date: ______________________________

UNIVERSITY OF CINCINNATI
On behalf of its COLLEGE OF PHARMACY

By: ________________________________
Title: ______________________________
Date: ______________________________
ATTACHMENT 1

DESCRIPTION OF SERVICES PROVIDED UNDER THIS FACULTY PLACEMENT AGREEMENT

1. In order to facilitate the development of a contemporary clinical pharmacy practice at Practice Site, Faculty Members assigned to Practice Site will provide the following services to Practice Site:

   A. _____________________________________________
   B. _____________________________________________
   C. _____________________________________________
   D. _____________________________________________
   E. _____________________________________________
   F. _____________________________________________
   G. _____________________________________________

2. For the patient care and other services identified above, Faculty Members will be accountable to the following individuals:

   A. _____________________________________________
   B. _____________________________________________
   C. _____________________________________________
   D. _____________________________________________