

SLIPPERY ROCK UNIVERSITY
UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT*

This Clinical Training Affiliation is between _____
with its principal office located at:

hereinafter referred to as “HOST AGENCY”;

and

Slippery Rock University of Pennsylvania of the State System of Higher Education,
Commonwealth of Pennsylvania, located at:

One Morrow Way
Slippery Rock, Pennsylvania, 16057

hereinafter referred to as “UNIVERSITY.”

Collectively, the parties acknowledge and agree as follows:

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in providing high-quality clinical learning experiences for students in the UNIVERSITY.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the UNIVERSITY’S accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide clinical student, and faculty if applicable, access to appropriate resources for clinical student education.
- The UNIVERSITY is ultimately responsible for the clinical education program, academic affairs, and the assessment of clinical students.
- The UNIVERSITY is primarily responsible for the appointment and assignment of faculty members with responsibility for clinical student education.
- Specification of the responsibility for treatment and follow-up when a clinical student is exposed to an infectious or environmental hazard or other occupational injury.
- The shared responsibility of the UNIVERSITY and HOST AGENCY for creating and maintaining an appropriate learning environment.

* This Agreement is based upon the Uniform Clinical Training Affiliation Agreement published by the Association of American Medical Colleges (AAMC) - <https://www.aamc.org/professional-development/affinity-groups/gsa/clinical-training-affiliation-agreement>.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the Uniform Clinical Training Affiliation Agreement agree as follows:

A. Responsibilities of the UNIVERSITY

1. The UNIVERSITY will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the UNIVERSITY's curriculum.

2. The UNIVERSITY will retain ultimate responsibility for the education and assessment of its students. The UNIVERSITY's representative for this Agreement shall be a faculty member appointed and assigned by the UNIVERSITY, who will be responsible for clinical student teaching and assessment provided pursuant to this Agreement.

3. The UNIVERSITY will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The UNIVERSITY will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The UNIVERSITY will require all participating students to maintain health insurance. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The UNIVERSITY will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the UNIVERSITY of its requirements of an acceptable criminal background check and required immunizations. The UNIVERSITY will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The UNIVERSITY will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the UNIVERSITY will provide instruction to the HOST AGENCY'S staff with respect to the UNIVERSITY's expectations regarding assessment of the UNIVERSITY'S students at the HOST AGENCY.

8. The UNIVERSITY will require students to obtain the stated insurance. Student shall obtain occurrence-based liability insurance with limits of at least \$1,000,000 per occurrence and

\$3,000,000 annual aggregate. Upon request, the student shall provide evidence of insurance to the HOST AGENCY.

The UNIVERSITY is part of the State System of Higher Education, a body corporate and politic and constitutes a public corporation and government entity and, thus, is protected by sovereign immunity. Additionally, the HOST AGENCY recognizes that the UNIVERSITY is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the UNIVERSITY's performance under this Agreement, subject to the provisions of the Pennsylvania Tort Claims Act, 42 Pa.C.S. §§8521 *et seq.*

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for clinical student education including: a) access to patients/clients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the UNIVERSITY's curriculum; b) student security badges or other means of secure access to patient/client care areas; c) access and required training for clinical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for clinical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient/client care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient/client care and/or services. All services rendered by students must have educational value and meet the goals of the education program. HOST AGENCY 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.

3. The HOST AGENCY staff will, upon request, assist the UNIVERSITY in the assessment of the learning and performance of participating students by completing assessment forms provided by the UNIVERSITY and returned to the UNIVERSITY in a timely fashion.

4. The HOST AGENCY will provide for the orientation of UNIVERSITY's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as

is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The UNIVERSITY will define, for its clinical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the UNIVERSITY and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates HOST AGENCY as a University official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the UNIVERSITY's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the UNIVERSITY promptly if a claim arises involving a student. The HOST AGENCY and UNIVERSITY agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients'/clients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the UNIVERSITY'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with the UNIVERSITY's clinical program director to ensure faculty and clinical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high-quality patient/client care. At the request of either party, a meeting or conference will promptly be held between UNIVERSITY and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The UNIVERSITY will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the UNIVERSITY facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The UNIVERSITY and the HOST AGENCY agree to continue their respective policies of nondiscrimination based on Title IV of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act. University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. HOST AGENCY agrees to cooperate with University in its investigation of claims or discrimination or harassment.

5. The UNIVERSITY, including its faculty, staff, clinical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the UNIVERSITY if such an action is required and the reasons for such action. The UNIVERSITY may remove a student from participation when it determines, consistent with its academic policies and procedures, that further participation by the student would no longer be appropriate. The UNIVERSITY will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon its execution by both parties to the covered clinical training experience(s) and will continue for five (5) years or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or UNIVERSITY for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or UNIVERSITY or any benefits of employment from HOST AGENCY or UNIVERSITY, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the UNIVERSITY.

F. Health Insurance Portability and Accountability Act

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and

Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other agency relationship, other than that of independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Sovereign Immunity

The HOST AGENCY understands the UNIVERSITY is a public entity entitled to protections of sovereign immunity in accordance with the United States and Pennsylvania Constitutions and applicable law. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the UNIVERSITY of its sovereign immunity

J. Liability

Neither party shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement.

K. Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

L. No Special Damages

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.

M. Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

N. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

O. Headlines

Headlines in this AGREEMENT are for convenience only.

P. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter. This AGREEMENT shall only be modified in writing with the same formality as the original AGREEMENT.

Q. Title IX Reporting

The HOST AGENCY shall report any known incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Karla Fonner at: karla.fonner@sru.edu, 724-738-2953, or by using our secure online referral form: https://sru-advocate.symplicity.com/care_report/.

R. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, or evidence of delivery via electronic mail.

Notice under this agreement shall be made to:

HOST AGENCY:

Contact Name: _____

Organization's Name: _____

Address: _____

Second Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

UNIVERSITY:
Samantha Kelly
Slippery Rock University
100 Central Loop, 333 ATSH
Slippery Rock, PA 16057
724.738.2149
samantha.kelly@sru.edu
sruagreements@sru.edu

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date set forth below.

FOR HOST AGENCY:

By: _____
Authorized Official

Title: _____

Name: _____

Date: _____

FOR THE UNIVERSITY:

By: _____
Authorized Official

Title: _____

Name: _____

Date: _____

AGREEMENT IS EFFECTIVE THE DATE OF LAST SIGNATURE.
