

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”), made effective the __ day of _____, ____ by and between The University of North Carolina Hospitals (the “Training Facility”) and _____ (the “Educational Institution”).

WITNESSETH:

WHEREAS, the Educational Institution desires to obtain experiential learning experiences, including without limitation precepted clinical rotations, for its students; and

WHEREAS, Training Facility is willing to provide experiential learning experiences, including without limitation precepted clinical rotations, to students enrolled at the Educational Institution; and

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions, the Training Facility and the Educational Institution agree as follows:

ARTICLE ONE: DEFINITIONS

For the purposes of this Agreement, the specific terms used herein shall be defined as follows:

1) The term “Program Participant” shall refer to any student enrolled at the Educational Institution and accepted by the Training Facility for purposes of an experiential learning experience under this Agreement. The term “Program Participant” will include any faculty, employees, or other personnel of the Educational Institution who provide any clinical instruction and/or supervision of the Educational Institution’s students if such instruction and/or supervision occurs on the premises of the Training Facility. The term Program Participant includes any students who are physically present at the Training Facility for any pre-rotation interviews, required shadow experiences, or group lecture and shadow experiences in a clinical setting if the hosting department requires that those students be treated as Program Participants for purpose of this Agreement.

2) The term “Educational Experience” shall refer to any experiential learning experience whereby students of the Educational Institution participate in any type of experiential learning at the Training Facility. The term Educational Experience includes clinical rotations and non-clinical internships or externships, so long as the students placed at the Training Facility are obtaining academic credit at the Educational Institution. The term Educational Experience includes any visits by students who are physically present at the Training Facility for the purpose of pre-rotation interviews, visits, required shadow experiences, or group lecture and shadow experiences in a clinical setting.

ARTICLE TWO: EDUCATIONAL INSTITUTION OBLIGATIONS

The Educational Institution agrees to:

1) Plan for placement of Program Participants according to the times and dates when Educational Experiences are available. Educational Institution will provide all information required by the Training Facility in accordance with the schedules set by the Training Facility. Educational Institution understands that each hosting department within the Training Facility will have different processes and procedures, and each hosting department has the authority to set its own timelines.

2) The Educational Institution is responsible for assigning grades to its students. Input for evaluations of Program Participants will be sought from appropriate individuals, such as members of the Training Facility's professional staff. The parties will agree on the evaluation process of Educational Experiences. Each hosting department of the Training Facility, in conjunction with the faculty of the Educational Institution, may create its own evaluation process.

3) Ensure that any faculty who will be teaching and/or supervising any Program Participants on-site complete any orientation or education that is required by the Teaching Facility's hosting department. For example, on-site nursing faculty must attend and complete the required elements of the Teaching Facility's nursing orientation, including but not limited to, unit orientation and annual competencies.

4) Ensure that all Program Participants engaged in an Educational Experience under this Agreement meet the following requirements:

(a) Meet all current immunization and health requirements of the Training Facility. The Training Facility will provide updated requirements in the event of a change in its standard requirements (the requirements in effect at the time of this Agreement's execution are attached hereto as Appendix A);

(b) Maintain current health insurance coverage. The parties understand and agree that the Educational Institution may fulfill this requirement by confirming the existence of health insurance coverage at the beginning of any Educational Experience;

(c) Received education regarding patient confidentiality;

(d) Are covered by an occurrence-based policy of professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If any Program Participant is covered by a professional liability policy that is a claims-made policy, the Educational Institution agrees that it will ensure that Program Participants are covered by appropriate tail coverage. In addition, the Training Facility's Legal and Risk Management Department must approve the Educational Experience for all Program Participants covered by a claims-made policy of professional liability insurance. The parties understand and agree that Program Participants that are participating in a non-clinical Education Experience are not required to maintain any type of professional liability insurance coverage.

(e) Have been the subject of a criminal background check (the "CBC"). At a minimum, the CBC shall be conducted in all states where the Program Participant has lived, worked or gone to school, either within the past seven (7) years, or from the date that the assigned individual turned eighteen (18) years of age, whichever is shorter. It is the responsibility of the Educational Institution to review all CBCs or to contract with an outside vendor to review all CBCs. The CBC may be no more than four (4) years old at the start of the Educational Experience. The Educational Institution must inform the Training Facility of any potential Program Participant that has any item appear on his/her CBC, and the Training Facility will determine whether the potential Program Participant will be allowed to participate in any proposed Educational Experience. With the permission of the Training Facility's hosting department, the Educational Institution may delegate its responsibility regarding the CBCs under this section to an outside vendor.

(f) Have signed the then-current version of the UNC Health Care System Confidentiality Statement. All executed confidentiality statements should be provided to the Training Facility.

(g) Have undergone a urine drug screen equivalent to the screen that the Training Facility requires for its employees, which as of March 1, 2017 is a five-panel urine drug screen that includes the following: cocaine, opiates, amphetamine,/methamphetamine, PCP, and THC. In the event the Training Facility changes its standard urine drug screen requirements for employees to a different panel, such as an eight-panel or twelve-panel screen, the Training Facility will provide three months' written notice of such changes to the Educational Institution and this Agreement will automatically be amended to include the then-current Training Facility requirements. It is the responsibility of the Educational Institution to review all drug screens, or to contract with an outside vendor to review all drug screens. The drug screen may be no more than twelve (12) months old at the beginning of any Educational Experience. The Educational Institution, or its contracted outside vendor, must inform the Training Facility of any potential Program Participant that has any positive reading on his/her drug screen, and the Training Facility will determine whether the potential Program Participant will be allowed to participate in any proposed Educational Experience. The hosting department of the Training Facility must consent to the Educational Institution delegating its responsibility under this section to an outside vendor. Each hosting department of the Training Facility may set its own procedures regarding approval of Program Participants with positive drug screens.

(h) In the event the Training Facility is required to perform any additional screening, the Program Participants will be required to reimburse the Training Facility for the cost of such additional screening. The Training Facility will inform the Educational Institution in advance when any additional screening is necessary.

(i) Maintain current American Heart Association BLS. The hosting department may choose to accept ACLS or PALS at its discretion. The hosting department may also choose to waive this requirement if the professional staff serving as preceptors under this Agreement are not required to maintain BLS, ACLS or PALS certification.

(j) A hosting department of the Training Facility, when required by applicable law, may impose additional requirements on Program Participants before allowing such Program Participants access to its patient population (such as nursing home patients).

(k) A hosting department of the Training Facility may impose additional requirements, certifications, or training on Program Participants in order to ensure that the Program Participants meet the same or similar requirements as the professional staff serving as preceptors under this Agreement. The Training Facility agrees that it will provide adequate notice of any additional requirements to the Educational Institution.

(l) The Training Facility may choose to require Program Participants to sign a liability waiver prior to participating in an Educational Experience.

(m) If any Program Participant is also currently an employee of the Training Facility, the hosting department of the Training Facility may, at its discretion, deem such Program Participant to be in compliance of the requirements appearing in subsections 4(a), 4(e), and 4(g) above.

5) Educate all Program Participants in the concepts of privilege and confidentiality in a hospital or clinic setting.

6) Require all Program Participants to comply with all applicable policies, rules and regulations of The Training Facility.

7) Be responsible for all worker's compensation claims by its employees, to the extent required by applicable law.

8) Require all Program Participants to comply with all applicable federal and state privacy law, as they relate to the Educational Experience.

9) Upon request of the Training Facility, provide the Training Facility with a certification, signed by an appropriate school official, that identifies all Program Participants that will be placed at the Training Facility and confirms that all Program Participants have meet all requirements of the Training Facility. The Training Facility may choose to provide a template certification for this purpose.

ARTICLE THREE: TRAINING FACILITY AGREEMENTS

The Training Facility agrees to:

1) Provide appropriate facilities within the Training Facility to meet the objectives of the Educational Experience.

2) Assist in the orientation of Program Participants and provide any required orientation/training in the Training Facility's policies, procedures, rules and regulations, including, but not limited to, privacy training. The Training Facility further agrees to make its applicable policies and procedures available to the Educational Institution upon request.

3) Appoint an individual to coordinate the Educational Experience and to serve as liaison between the parties.

4) Provide resources to Program Participants, when appropriate, subject to availability and in accordance with the Training Facility's rules and regulations.

5) Maintain adequate professional liability self-insurance for itself in amounts required by and in accordance with the North Carolina Tort Claims Act, and for its employees who provide services pursuant to this Agreement in amounts that meet or exceed the relevant industry standard.

6) Ensure that all clinical preceptors are appropriately trained and licensed for the patient care they provide to patients of Training Facility.

7) The Training Facility will make reasonable efforts to maintain the confidentiality of records related to the Program Participants and their participation in the Educational Experience. The Educational Institution understands and agrees that it will obtain written consent from any Program Participant prior to providing any personal information to the Training Facility. The Training Facility expressly disclaims any responsibility to maintain the confidentiality of any information under The Family Educational Rights and Privacy Act of 1974.

ARTICLE FOUR: JOINT AGREEMENTS

1) The Training Facility shall retain full responsibility and authority for the care and treatment of its patients while Program Participants are participating in any Educational Experience. The foregoing notwithstanding, and as applicable, the Educational Institution will maintain the responsibility for the supervision of Program Participants. Program Participants are placed at the Training Facility for

training and education, and the Training Facility will not require the Program Participants to perform services that should be performed by an employee of Training Facility.

2) The Training Facility reserves the right, in its sole and reasonable discretion, to refuse participation in any Educational Experience to any Program Participants found to be not acceptable under the Training Facility's rules or policies, and to immediately discontinue a Program Participant's participation in the Educational Experience if the Program Participant fails to comply with pertinent Training Facility policies, rules or regulations. The Training Facility will provide notice to the Educational Institution in the event the Training Facility rejects or discontinues a Program Participant's participation in an Educational Experience.

3) No Program Participant shall be deemed to be an employee or agent of the Training Facility 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 Experience. The foregoing notwithstanding, the parties acknowledge that, during the Educational Experience, Program Participants will receive "protected health information," as defined in HIPAA, and will be deemed to function as part of the Training Facility's "workforce," as defined in HIPAA.

4) The parties agree that their educational and/or employment practices will comply with such non-discrimination laws as may be applicable to them in the performance of this Agreement.

5) The Training Facility will not be responsible for transportation or parking for Program Participants.

6) As it relates to clinical Educational Experiences, The Educational Institution shall provide the Training Facility with an exposure control plan and guidelines for its Program Participants in accordance with OSHA Standards for Bloodborne Pathogens and TB, or other applicable guidelines upon request. In the event a Program Participants requires first aid or emergency care, including needle sticks, for an illness or incident that occurs while he/she is participating in the Educational Experience, the Program Participant should seek treatment at the closest Emergency Department for appropriate emergency counseling and treatment. When appropriate, the Training Facility will provide first aid treatment to the Program Participant. The Training Facility will not be responsible for any costs of such treatment, and the Program Participants, or their insurance, will be billed for any services provided by the Training Facility.

7) This Agreement shall begin on the effective date above and shall remain in place until June 30, 2022. This Agreement may be terminated at any time by either party without penalty provided that termination occurs at the end of the semester, and that written notice of such termination is furnished to the other party at least ninety (90) days in advance.

8) The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

9) The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement. In the event the Educational Institution is an agency of the state of a state other than North Carolina, the parties agree that this Section shall read "Reserved."

10) This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by agreement in writing executed by the duly authorized officials of both parties.

11) This Agreement terminates any and all prior agreements between the parties relating to the Educational Institution placing its students at the Training Facility for experiential education of any type.

12) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement in their official capacities on the day and year listed below:

FOR AND ON BEHALF OF
THE UNIVERSITY OF
NORTH CAROLINA HOSPITALS

FOR AND ON BEHALF OF

By:
Its:
Date: _____

By:
Its:
Date: _____

UNIVERSITY OF NORTH CAROLINA HEALTH CARE VACCINE CHECKLIST

All University of North Carolina Health Care trainees are required to have documented immunity to the following diseases:

- Measles, mumps, and rubella (MMR)
- Influenza
- Varicella (chicken pox)
- Hepatitis B (recommended, not required)
- Pertussis (whooping cough)

Healthcare personnel (HCP) can prove immunity for each of these diseases in the following ways:

<input type="checkbox"/> Complete	Influenza
VACCINE	HCP must provide official documentation of vaccination for the current flu season.

<input type="checkbox"/> Complete - One (1) of the options below: Measles, Mumps, and Rubella	
1. AGE	HCP born before 1957 are assumed to be immune from these diseases and require no further proof of immunity.
2. VACCINE	HCP must provide official documentation of 2 MMR vaccines. ---OR--- HCP must provide documentation of individual vaccines totaling 2 Measles, 2 Mumps, and 2 Rubella vaccinations.
3. TITER	Official documentation of positive laboratory titers.

<input type="checkbox"/> Complete	Pertussis
VACCINE	HCP must provide vaccine record of one TDAP at age 19 or older.

<input type="checkbox"/> Complete	Tuberculosis
TESTING	HCP must provide record of 2 tuberculin skin tests performed within a 12 month period (2 step skin testing). If that testing was performed greater than 12 months ago, an annual screening must be completed. An IGRA performed within the last 12 months will be accepted as documentation for TB testing. (If HCP have a history of positive TST or IGRA, official documentation of the most recent chest x-ray with official interpretation by a radiologist should be provided. Please also provide any documentation of latent tuberculosis treatment.)

<input type="checkbox"/> Complete - One (1) of the options below: Varicella (Chicken Pox)	
1. VACCINE	HCP must provide official documentation of 2 Varicella (chicken pox) vaccines or 1 Zostavax vaccine (shingles).
2. TITER	Official documentation of positive laboratory titer.

<input type="checkbox"/> Complete - One (1) of the options below: *Hepatitis B	
1. VACCINE	HCP must provide official documentation of vaccination. HCP should have a total of 3 vaccines to complete one series of Hepatitis B vaccines.
2. TITER	A positive laboratory titer is accepted as proof of immunity.

*Hepatitis B vaccination is not required but highly recommended for those HCP who work in job classifications that have potential for blood or body fluid exposure. If you are unsure if your job falls into these categories, please contact Occupational Health or your manager for clarification.