
Master Clinical Affiliation Agreement

This AGREEMENT is made by and between the University of North Dakota (“University” or “UND”) and [Facility Name] (“Facility”).

WHEREAS, the State of North Dakota, doing business as the University of North Dakota, desires to obtain internships or clinical education experience for its students/residents and

WHEREAS, it is the shared responsibility of the University and the Facility to create and maintain an appropriate learning environment and

WHEREAS, the Facility is committed to the professional education and training of University students/residents and is willing to assist in their education by providing them high-quality internships or clinical education experiences.

NOW THEREFORE, the University and Facility agree as follows:

I. THE UNIVERSITY AGREES:

1.1 To provide Facility with a list of University departments and programs covered by this Agreement (see Exhibit A).

1.2 To be responsible for meeting applicable program accreditation requirements.

1.3 To provide information to its students/residents and the Facility that outlines standards of performance and guidelines for the clinical education experience or internship.

1.4 To assign appropriate faculty/staff to serve as clinical education or internship liaisons between the Facility and the University (see Exhibit A).

1.5 To provide professional and general liability insurance for its students/residents with limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Professional and general liability coverage for University’s faculty/staff liaisons is provided through the North Dakota state risk management fund, which has limits of \$250,000 per person and \$1,000,000 per occurrence, with no aggregate limit.

1.6 To inform students/residents of the confidential nature of all Facility patient and client records, and of their obligations to protect the privacy and security of all protected health information.

1.7 To place only students/residents who have satisfactorily completed all required prerequisite courses and any other academic requirements and have been recommended by University faculty for placement in such a clinical education experience or internship. Upon request, University will provide Facility with information regarding the student’s/resident’s

experience and/or academic background prior to placement, as authorized by the student/resident.

1.8 To inform the students/residents that they must adhere to the administrative policies and procedures of the Facility.

1.9 To inform the students/residents that they must comply with the health requirements of the Facility and supply the Facility with any required documentation.

1.10 To assure that a criminal background check is completed on all students/residents to be placed with the Facility. Upon request, University shall make available to the Facility a background check report for all student/resident participants, as well as a detailed description of the various components of the University's comprehensive background check process.

1.11 To inform the students/residents that they may be required to undergo a drug test pursuant to the Facility's policies and practices, and that the cost of any drug test will be paid by the student/resident, if not the Facility.

II. THE FACILITY AGREES:

2.1 To collaborate with the University in the selection of learning assignments which meet the educational needs of the students/residents.

2.2 To supervise and instruct the students/residents during the experience. Upon request, the Facility shall provide vitae of persons supervising or instructing students/residents to the University.

2.3 To conduct student/resident performance evaluations as directed by the University.

2.4 To notify the University immediately if a student/resident is not performing satisfactorily. The Facility will follow any oral notice or communication made under this paragraph with a written communication.

2.5 If interns or clinical education students/residents or are required by Facility to undergo a drug test, Facility shall provide University with notice and explanation of any positive or unacceptable drug test results. If students/residents are required by Facility to undergo a drug test, Facility shall obtain advance authorization from students/residents permitting Facility to notify and explain to University any positive or unacceptable drug test result.

2.6 To provide the students/residents with appropriate office space, equipment, and resources, including access to the Facility's physical and/or on-line library, to carry out their assigned duties and learning objectives.

2.7 To orient students/residents to the Facility and its conduct and performance policies, procedures, rules, and regulations.

- 2.8 To supply the University with copies of any policies or procedures with which the students/residents will be expected to comply.
- 2.9 To notify the University prior to student/resident placement in the Facility of any health and fitness related requirements, including medical insurance coverage, immunization record, physical exam, and/or drug testing.
- 2.10 To maintain throughout the term of this Agreement all licenses, permits, certificates, and accredited statuses held at the time of execution of this Agreement, which are applicable to performance of this Agreement.
- 2.11 To maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur (see Exhibit B).

III. THE UNIVERSITY AND THE FACILITY AGREE:

- 3.1 That the number of students/residents placed in the Facility, the duration, and the timing of the experience shall be mutually agreed upon.
- 3.2 To collaborate in identifying specific experience objectives and learning activities for each student/resident placed in the Facility.
- 3.3 To follow termination procedures outlined in the University's applicable program guidelines or instruction manual in the event a student/resident placement is terminated prior to its intended conclusion.
- 3.4 That the Facility may exclude from participation any student/resident whose performance is determined to be detrimental to the Facility's clients; who violates established Facility policies, procedures and/or ethics codes; or whose performance is otherwise unsatisfactory, including any student/resident who is unable to maintain compatible working relationships with Facility employees, or whose health status precludes their regular attendance and successful completion of the experience.
- 3.5 In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility'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 HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, the Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.
- 3.6 That the University is primarily responsible for the educational program, academic affairs, and the assessment of assigned University students.

3.7 That the University is primarily responsible for the appointment and assignment of faculty members with responsibility for the teaching of assigned University students.

3.8 That the Facility recognizes that, in order for University to maintain accreditation for certain departments/programs, a representative from the applicable accrediting council/organization may need to observe a student/resident providing services under this Agreement. Facility shall allow the representative access to its facility provided that University, student/resident, and the applicable accrediting council/organization take reasonable steps to ensure appropriate professional conduct related to protected health information and ensures that the representative is held to the same standards of patient privacy rules/expectations as the student/resident and University.

IV. LIABILITY

4.1 Each party shall be responsible for claims, losses, damages, and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2 The tort liability of the University is as set out in chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude the State of North Dakota from asserting against third parties any defenses to liability it may have under North Dakota law or be construed to create a basis for a claim or suit when none would otherwise exist.

4.3 Facility agrees to inform University in the event either an investigation or claim arises out of patient or client care services performed by a University student/resident and shall provide University with reasonable access to information involving such student/resident in any investigation or claim. Facility shall notify University of the disposition of any such investigation or claim.

V. TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall be effective beginning the date of execution by the parties and shall remain in effect for five (5) years from the date of execution. Either party may terminate this Agreement without cause at any time upon 60 days written notice to the other party.

5.2 In the event that the Facility terminates this Agreement, the Facility agrees that no students/residents participating in an ongoing internship or clinical education experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the internship or clinical education experience. In such an event, all applicable provisions of this Agreement, including the right to terminate any student/resident, shall remain in force until the end of the internship or clinical education experience.

5.3 The University may terminate this Agreement effective upon delivery of written notice

to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

VI. NONDISCRIMINATION

The University and the Facility agree that in the performance of this contract there will be no discrimination in violation of the law or the policies of the University of North Dakota. Therefore, there will be no discrimination on the basis of race, color, sex, religion, sexual orientation, gender identity, genetic information, age, national origin, the presence of any mental or physical disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a veteran.

VII. APPLICABLE LAW

This Agreement is governed by the laws of the State of North Dakota.

VIII. ASSIGNMENT

Neither party may assign or otherwise transfer or delegate any right or duty, without the express written consent of the other party.

IX. NOTICES

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

UNIVERSITY:

FACILITY:

University of North Dakota
School of Medicine & Health Sciences
Office of Education & Faculty Affairs
1301 North Columbia Road Stop 9037
Grand Forks ND 58202

[Facility Name/Address]

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

X. MODIFICATION

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

XI. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

XII. MERGER

This Agreement constitutes the entire agreement between the parties. There is no understanding, agreements, or representations, oral or written, not specified within this Agreement.

XIII. CONSIDERATION

Under the terms of this Agreement, neither party is obligated to make any payments of any kind to the other party.

XIV. WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

XV. INDEPENDENT CONTRACTORS

The parties are independent contractors and shall not act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any authority, either express or implied, to enter any agreement, incur any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's express prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

Remainder left blank intentionally
~Signatures on following page~

AUTHORIZED SIGNATURES

APPROVED FOR:
[Facility Name]

By: _____ Date: _____
[Authorized Signatory Name]
[Authorized Signatory Title]

By: _____ Date: _____
[Authorized Signatory Name]
[Authorized Signatory Title]

APPROVED FOR:
University of North Dakota

By: _____ Date: _____
David Relling, P.T., Ph.D
Associate Dean for Health Sciences for School of Medicine & Health Sciences

By: _____ Date: _____
Authorized Signatory Name
Authorized Signatory Title

**EXHIBIT A: Clinical Education Departments/Programs Covered Under this Affiliation Agreement at the
University of North Dakota
(www.und.edu)**

College of Arts and Sciences:

Communication Science & Disorders
Forensic Psychology, MS/MA
Music Therapy
Psychology, Clinical (PhD)

College of Business and Public Administration

Business Administration, Masters
Public Administration, Masters & Certificate

College of Education and Human Development:

Community Mental Health, Addiction, and Rehabilitation Counseling, Masters
Counseling, Graduate Certificate (K-12)
Counseling, Masters (emphasis K-12)
Counseling Psychology/PhD
Kinesiology & Public Health Education
Recreational & Leisure/Tourism Studies/Services
Rehabilitation and Human Services
School Counseling Distance Program (Masters)

College of Nursing and Professional Disciplines:

Human Nutrition
Dietetics/Coordinated Program in Dietetics
Nursing – Adult Gerontology Primary Care NP
Nursing – Anesthesia
Nursing, BSN
Nursing, PhD
Nurse Practitioner, Family
Nurse Registered (RN)
Nursing RN to BSN
Nursing – Doctorate of Nursing Practice (Post Masters)
Nursing Educator
Nursing – Psychiatric & Mental Health Practitioner

Nutrition (MS)
Social Work

School of Medicine and Health Sciences:

Athletic Trainers
Clinical/Medical Laboratory Science
Graduate Medical Education (residents scheduled individually on the Professional Liability policy)
Histotechnician Certificate Program
Medicine
Occupational Therapy
Physical Therapy
Physician Assistant
Public Health, Masters (MPH)
Sports Medicine
Sports Physical Therapy Residency

EXHIBIT B: TEACHER-LEARNER EXPECTATIONS

The UNIVERSITY holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty not only to convey the knowledge and skills required for delivering the profession’s standard of care but also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients’ rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with “abuse”

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship, which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.