

Form C
UNIVERSITY OF NEBRASKA MEDICAL CENTER
College of Public Health
OMAHA, NEBRASKA
AFFILIATION AGREEMENT FOR PUBLIC HEALTH EDUCATION
AT AFFILIATED INSTITUTION

Board of Regents, of the University of Nebraska
a corporate public body, by and on behalf of the
University of Nebraska Medical Center
982178 Nebraska Medical Center
Omaha, NE 68198-2178
Hereinafter called (“UNMC”)

Affiliated Institution Name
Affiliated Institution Address
Insert School or unit

Hereinafter called
 (“AFFILIATED INSTITUTION”)

UNMC desires to enhance its mission of teaching, research and service and both UNMC and AFFILIATED INSTITUTION enter into this Agreement to promote a planned, supervised service learning capstone experience for students in the Graduate Program of Public Health at the AFFILIATED INSTITUTION. The parties agree that the AFFILIATED INSTITUTION will permit a mutually agreed upon number of UNMC students to participate in a service learning experience at the AFFILIATED INSTITUTION under the supervision of designated faculty.

The parties mutually agree that this written document (pages 1-4) represents the complete Agreement of both parties concerning the subject matter hereof and that any change in terms must be contained in writing executed by both parties.

The term of this Agreement shall be for three (3) years, effective (*insert effective date*), and shall be renewed for successive terms of a one (1) year period upon the written approval of both parties. This Agreement may be terminated by either party upon sixty (60) days written notice accomplished either by personal service or by certified or registered mail upon the UNMC Office of Academic Affairs and the Affiliated Institution President. Any students enrolled in the ongoing program at the time of such termination notice shall be given the opportunity by the AFFILIATED INSTITUTION to complete the requirements of the program as offered at the time of their entry and in compliance with the conditions contained in this Agreement.

UNMC contact: Laura Vinson, MPH Telephone number: 402-559-4191
AFFIL.INSTITUTION contact: _____ Telephone number: _____

IN WITNESS THEREOF, the parties have executed this Agreement on the date shown below.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

AFFILIATED INSTITUTION:

By: _____

H. Dele Davies, MD, MSc, MHCM
Vice Chancellor for Academic Affairs

By: _____

Print Name: _____

Date: _____

Title: _____

By: _____

Alice Schumaker, PhD, MPA, MS
Associate Dean for Academic Affairs

Date: _____

Date: _____

I. MUTUAL AGREEMENT OF PARTIES

- A. Both parties agree that students will not be deemed employees of the AFFILIATED INSTITUTION for any purpose but shall remain UNMC students who are present at AFFILIATED INSTITUTION solely as a part of their course of study at UNMC. The AFFILIATED INSTITUTION solely assumes no obligation for wages, worker's compensation, professional liability insurances, health insurance, transportation, meals, room or uniforms for UNMC students. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by supporting education and patient care.
- B. Neither UNMC nor the AFFILIATED INSTITUTION shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, age, color, disability, religion, sex, national or ethnic origin, marital status, genetic information, sexual orientation, political affiliation, Vietnam-era veteran status, or special disabled Veteran status. Sexual harassment in any form, including hostile environment and quid pro quo, is prohibited. Both parties agree to comply with Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
- C. Excluded Provider Representation and Warranty. Both parties represent and warrant that they have not, nor any, employee, agent, or representative participating under the terms of this Agreement are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of this Agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section. If either party becomes excluded from federal program participation, this Agreement may be terminated immediately, for cause, by the other party. If any employee, agent or representative of either party becomes excluded from federal program participation, such individual shall be removed from participating in this Agreement immediately. Failure by either party to remove such excluded individual immediately shall provide the other party the right to terminate this Agreement immediately for cause.
- D. Both parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information. Both parties agree that students, residents, and trainees and all faculty supervising such individuals shall be governed as members of AFFILIATED INSTITUTION's workforce for HIPAA purposes. Students, residents, trainees and supervising faculty shall access, use and disclose protected health information of AFFILIATED INSTITUTION only as permitted under AFFILIATED INSTITUTION's HIPAA Compliance Plan and shall be subject to sanction, including exclusion from AFFILIATED INSTITUTION's facilities upon violation.

II. RIGHTS AND RESPONSIBILITIES OF UNMC

- A. During the term of this Agreement, UNMC shall maintain as its own expense the following professional liability insurance:
1. Professional liability insurance or self insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering employees and students (including house officers) of UNMC for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of

alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation of treatment; and

2. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering employees and students (including house officers) of UNMC for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.

- B. It is understood that the education program at the AFFILIATED INSTITUTION will not interfere with the primary mission of the care and treatment of patients, which shall remain the responsibility of the AFFILIATED INSTITUTION. UNMC shall require its students and faculty to adhere to the AFFILIATED INSTITUTION's rules, regulations, policies and procedures while on the premises.
- C. UNMC shall provide reasonable assurances to the AFFILIATED INSTITUTION that students participating in the Program meet the AFFILIATED INSTITUTION's standards regarding health and immunization status. UNMC shall provide the AFFILIATED INSTITUTION with relevant health and immunization status, including Hepatitis B vaccination status and evidence of immunization for mumps, measles, rubella, tetanus, TB screening and Varicella immune status. UNMC shall provide the AFFILIATED INSTITUTION with relevant health information concerning its students, provided the student gives written authorization of release of the information. UNMC shall further offer to each student information regarding the Hepatitis B Vaccine and the opportunity to voluntarily obtain the Hepatitis B Vaccine prior to commencing clinical education experiences. UNMC shall provide the AFFILIATED INSTITUTION with written documentation of the student's immunization or waiver of the option to receive the vaccine.
- D. Students will be instructed in Universal Precautions as defined by the Centers for Disease Control and Prevention (CDC) and have OSHA inservice documentation. These records will be provided to the AFFILIATED INSTITUTION upon request.
- E. Students will be instructed in Health Insurance Portability and Accountability Act (HIPAA) compliance. These records will be provided to the AFFILIATED INSTITUTION upon request.
- F. UNMC students undergo a standard background check at their own expense. AFFILIATED INSTITUTION shall notify UNMC of background check requirements in writing prior to the effective date of Agreement. UNMC background check information may be found at Exhibit 1.
- G. Students shall undergo drug screening at their own expense if required by AFFILIATED INSTITUTION.
- H. All students will be required to be enrolled in University of Nebraska Student Health Services for the outpatient, ambulatory care and inpatient insurance or demonstrate the approval equivalent insurance from another source.
- I. UNMC does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

III. RIGHTS AND RESPONSIBILITIES OF THE AFFILIATED INSTITUTION

- A. The AFFILIATED INSTITUTION shall retain the primary responsibility for patient care and treatment and for ensuring that the services rendered by students under this Agreement are performed in a competent, efficient and satisfactory manner. At all times when the student is involved in direct patient care and treatment, AFFILIATED INSTITUTION shall provide appropriate supervision.
- B. The AFFILIATED INSTITUTION retains the right to terminate the use of its facilities, equipment or supplies by any student or faculty member when violations of the AFFILIATED INSTITUTION's rules, regulations, policies or procedures occur. Such action normally shall not be taken until the grievance against any student or faculty member has been discussed with the appropriate representative of UNMC.

The AFFILIATED INSTITUTION reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

- C. In the event of an onset of illness or injury of a student during clinical assignment, appropriate emergency care, as provided to employees, will be provided to the student by the AFFILIATED INSTITUTION. The student will be liable for the cost of such care.
- D. The parties mutually concur with the Centers for Disease Control and Prevention Statement that there is a risk for accidental exposure to blood or bodily fluids for students in health profession education programs; and mechanisms for risk assessment and initiation of prompt treatment situations of high risk exposures are necessary. Therefore, the AFFILIATED INSTITUTION shall have in place an Accidental Exposure to Patient Blood or Bodily Fluids policy. If an accidental exposure to blood or bodily fluids occurs to a faculty member or a student, they will be treated as AFFILIATED INSTITUTION employees are treated for accidental exposures.

The AFFILIATED INSTITUTION is responsible for: assessing potential risk; if necessary securing permission and a blood sample from the patient (faculty member or student) for testing; cost of blood testing; and securing medication required for emergency treatment of high risk exposures. The faculty member or student is responsible for obtaining follow-up care and is liable for the expense. A report of any occurrence of an accidental exposure involving faculty or students shall be forwarded to the appropriate academic unit at UNMC.

Background Check Information

All UNMC students undergo a standard background check at their own expense through One Source (www.onesourcebackground.com). One Source provides the following background verification and investigation services which include:

- Criminal records search (county, state, federal, and international)
- Credentialing of licenses, certifications and permits (Nursing only)
- Social Security Number verification
- Adverse action notification
- Civil records search (county, state, and federal)
- HIPDB (Healthcare Integrity and Protection Data Bank)
- Sanction search of excluded individuals
- Maiden Name/AKA search
- NE Adult and Child Abuse and Neglect Registry
- Sex Offender
- Global Watch terrorist watch list

To be completed by the organization's director and returned to the Service Learning Academy before the student begins the service learning activities.*

Once the director of the organization has signed the Affiliation Agreement (AA), the student shall provide a completed and signed copy to the Coordinator of the Service Learning Academy in order to obtain additional required signatures. After all signatures have been obtained, the "Affiliation Agreement" form will be returned to the student and shall be uploaded to the SL/CE Blackboard site.

****An Affiliation Agreement is required for all students; however, there may be an AA currently on file. Students will be advised on a case by case basis verbally or via email. Students must contact SLA to confirm AA on file or to initiate obtaining new AA.***