

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of Month, Date, 20xx (“Effective Date”), by and between Name of University, College of XXX (School) and Northern Kentucky Independent District Health Department (“Practice Site”).

A. PURPOSE

Agreement establishes an affiliation between School and Practice Site in which Practice Site is designated as and agrees to serve as a community-based public health practice site for one or more academic or professional programs of School (“Program”), and sets forth the responsibilities of the parties and the terms and conditions of the affiliation established.

B. RESPONSIBILITIES OF SCHOOL

1. School may request that one or more students enrolled and in good standing in Program (“Student”) be assigned to Practice Site. School personnel will collaborate with Practice Site personnel in the determination of appropriate educational assignments for Student as part of Program. Student assignments may vary, including without limitation, one-day site visits, small projects over several weeks, and large projects over several months.
2. School will maintain general responsibility for academic evaluation and related academic matters involving Student’s assignment at Practice Site. Although School is responsible for the overall direction and administration of the Program, School does not provide patient care and, as such, shall have no responsibility or liability for patient care.
3. School may require Student to develop and execute, in conjunction with Practice Site and School, a Learning Contract that specifies the deliverables to Practice Site expected of Student as part of Student assignment at Practice Site. Such Learning Contract, however, shall not be construed as part of this Agreement. Determination of those assignments for which a Learning Contract is required is solely by School.
4. School agrees to provide and maintain general liability insurance for a minimum amount of \$1,000,000.00 per occurrence covering Student when physically present at Practice Site or another location as part of assignment to Practice Site, including travel between such locations. Upon request, School will provide Practice Site with a certificate of insurance evidencing such coverage.
5. School will advise Student to have health insurance.

6. School will ensure that Student has training on HIPAA and human subjects' protection prior to their assignment at Practice Site.
7. When deemed appropriate by either School or Practice Site, School will require Student, with assistance from School and Practice Site personnel, to obtain either approval or exemption from an appropriate Institutional Review Board ("IRB") prior to performing an activity at or for Practice Site that has been deemed to require IRB review. Such IRB review, however, will not be required prior to Student being assigned to Practice Site. In the absence of a requirement by Practice Site for use of a particular IRB, the School's IRB will be used.
8. School acknowledges that Practice Site owns Student's work product done at or for Practice Site under this Affiliation Agreement and for which a Learning Contract has been agreed upon by the parties as described in paragraph B.3.

C. PRACTICE SITE RESPONSIBILITIES

1. Practice Site will make a best effort to provide an appropriate assignment for Student in Practice Site that is consistent with requirements and desires of Practice Site, Program, Student, and School. In no case shall Practice Site be held liable for failure to provide such assignment.
2. As determined by mutual agreement of School and Practice Site for extended Student assignments, Practice Site personnel will provide direction and supervision to Student concerning Student's work at or for Practice Site and will participate in periodic meetings with Student and School personnel.
3. Practice Site will participate in the development of any Learning Contract, as described in paragraph B.3.
4. As determined by mutual agreement of School and Practice Site for extended Student assignments, Practice Site will provide to Student appropriate working space and, if applicable, computer equipment, for the time during which Student is at Practice Site.
5. Practice Site will provide to Student all rules and regulations of Practice Site.
6. Practice Site will notify School immediately of any situation or problem which threatens Student's successful completion of Student's assignment at Practice Site.
7. Practice Site will assist Student requiring emergency medical care in the case of injury or illness during Student's presence at Practice Site. The cost for such treatment shall be borne by the Student or Student's health insurance.

8. When required for accreditation or upon School request, Practice Site will provide School with information, reports, or other data concerning Practice Site activities in areas to which Student has been or is about to be assigned, provided that Practice Site is not legally prohibited from providing such information. Practice Site acknowledges that School cannot guarantee the confidentiality of any information provided under this paragraph.
9. Practice Site shall maintain the confidentiality of all Student records produced by it or furnished to it by School, and will not disclose information except as School may request for its own use or as Student may direct.
10. If Practice Site owns the Student's work product as allowed for in paragraph B.8, Practice Site agrees to grant use rights for Student's work product for Practice Site done under this Affiliation Agreement to Student and to School. In doing so, Practice Site may require additional terms and conditions for the use of said work product, but such terms and conditions shall not be unreasonable nor imposed with the intent of preventing use of said work product for legitimate purposes that are part of or associated with Program.
11. Practice Site acknowledges the existence of state and federal laws regarding sexual harassment and agrees that such laws pertain to the Student's relationship with Practice Site and its personnel.
12. Practice Site agrees to provide and maintain general liability and professional liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000 aggregate covering its employees and agents. Upon request, Practice Site will provide School with a certificate of insurance evidencing such coverage.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. School and Practice Site personnel will consult periodically to review Student progress and to review the affiliation in general.
2. Upon recommendation of Practice Site, School agrees to withdraw Student from an assignment at Practice Site if Student does not abide by Practice Site's rules and regulations or, for other reasons, is performing unsatisfactorily. Questions and disputes concerning Student's removal from Practice Site assignment will be resolved by a joint conference between School and Practice Site personnel.
3. All rules and regulations of Practice Site will apply to Student during Practice Site assignment, which may include requiring Student to sign a confidentiality or non-disclosure agreement with Practice Site. School will advise Student of this requirement.
4. Students are required to comply with School's criminal background check policy.

5. Students are responsible for complying with School's and Practice Site's immunizations and health requirements policies and/or practices.
6. Student may use Practice Site's dining facilities, if any. However, Student is responsible for any required payment of food consumed or taken by Student.
7. Both parties shall be in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status, or financial status in admission or access to, or treatment or employment in, its programs and activities.
8. The term of Agreement shall be for a period from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the duration of the Agreement shall be continuous unless terminated in accordance with paragraph D.9 or D.10.
9. Agreement may be terminated by either party giving written notice to the other party, with or without cause, at least 30 days prior to the effective date of such termination.
10. Agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of thirty (30) days after receipt of written notice thereof by the other party.
11. In the event of the termination of Agreement as provided for in paragraphs D.9 and D.10, any Student assigned to Practice Site at the time of such termination shall be permitted to complete the assignment.
12. Notices, requests, and other communications required pursuant to Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to School:

Name of contact, generally Dean of School
Title
Name of University, College of XXX
Mailing address
City, State, Zip Code

If to Practice Site:

Louise A. Kent, MBA
Administrator, Northern Kentucky Public Health Institute
Northern Kentucky Health Department
610 Medical Village Drive
Edgewood, KY 41017

Either party may change its notice address by advising the other party in writing pursuant to these notice requirements.

13. Except as specifically provided herein, neither party shall have any financial obligation to the other resulting from or relating to Agreement.
14. Practice Site shall not compensate Student for any work performed under the terms and conditions of Agreement.
15. Agreement may be revised or modified by a written agreement signed by authorized representatives of both parties.
16. Agreement represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.
17. Neither party shall assign its duties and obligations under Agreement without the prior written consent of the other party.
18. Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not party to Agreement.
19. School and Practice Site acknowledge that if Practice Site is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), to the extent that Student or School personnel have access to protected health information (“PHI”), as such is defined under HIPAA, due to their participation in Student’s assignment at Practice Site, it is agreed that for HIPAA compliance purposes only such Student and School personnel are deemed to be part of Practice Site’s “workforce” and involved in Practice Site’s “healthcare operation,” as such terms are defined under HIPAA. Student and School personnel shall be subject to Practice Site’s policies and procedures governing the use and disclosure of PHI. The parties further agree that the affiliation established by Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between Practice Site and Student or between Practice Site and School personnel.
20. It is understood and agreed to by all parties that students and faculty of the School are not employees or agents of the Practice Site. As such, they are not entitled to wages, workers’ compensation, medical or liability insurance, or any other employee benefits for activities related to the educational experience provided for under this Agreement.

[Signature page follows]

INTENDING TO BE LEGALLY BOUND, the parties cause Agreement to be executed by their duly authorized representatives, as of Effective Date.

For School:

Name, Suffix
Title
Name of University
College of XXX

For Practice Site:

Lynne M. Saddler, M.D., M.P.H.
District Director of Health
Northern Kentucky Independent District Health Department

EXAMPLE