

AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF MASSACHUSETTS, LOWELL
ZUCKERBERG COLLEGE OF HEALTH SCIENCES
AND
INSERT NAME OF FACILITY HERE

This agreement (“Agreement”) is made and entered into this Choose Day day of Choose Month, Choose Year by and between the University of Massachusetts Lowell through its Zuckerberg College of Health Sciences with a principal place of business at 883 Broadway St., Lowell, MA (the “College”) and Insert Name of Clinical Placement with its principal place of business Insert Full Address of Clinical Placement, (the “Clinical Placement/Practicum”), individually (the “Party”), collectively (the “Parties”).

Whereas, the Parties wish to cooperate in establishing a continuing educational relationship to provide coordinated educational and/or clinical programs for the education and training of students (“Students”) of College (the “College”) enrolled at College’s health related programs (the “Program”);

Whereas, a clinical experience is a required and integral component of the curriculum of the College; and the College desires to utilize the Clinical Placement/Practicum for the purpose of providing practical learning and/or clinical experiences for its Students to further their professional education (the “Practicum”);

Whereas, the Clinical Placement/Practicum has the necessary facilities, equipment, and personnel to provide the necessary practical learning and/or clinical experience and desires to provide such practical learning and/or clinical experience in a supervised setting; and

Whereas, the College desires the cooperation of the Clinical Placement/Practicum in the implementation of the clinical experience component of its curriculum for its Students.

Now therefore, in consideration of the mutual promises contained herein the Parties hereto agree as follows:

I. RESPONSIBILITIES OF THE COLLEGE

- A. College will assume and maintain sole and full responsibility for the planning, development and execution of the educational component of the Program, including administration, College faculty appointments, curriculum planning, development, and revision, and the requirements for matriculation, promotion and graduation. College will provide Clinical Placement/Practicum with the objectives and goals of the Program. The Parties will cooperate to ensure the Practicum is conducted in a manner to achieve the Program goals and objects and in accordance with the Clinical Placement/Practicum’s procedures for clinical practice.

- B. College shall designate a College Coordinator who shall coordinate with the Clinical Placement/Practicum Coordinator to accomplish the mutual goals of this Agreement.
- C. The College shall maintain both general liability insurance and professional malpractice liability insurance each in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College shall maintain such insurance in full force and effect during the term of this Agreement. The College shall name Clinical Placement/Practicum as an additional insured on its general liability and professional liability insurance. Written evidence satisfactory to Clinical Placement/Practicum of such insurance policies shall be presented to Clinical Placement/Practicum prior to the students commencing any patient care activity at Clinical Placement/Practicum.
- D. College or its designee within thirty (30) days after receipt of notice of cancellation of the insurance policies referenced from the applicable insurers, will send a copy of such notice to Clinical Placement/Practicum as indicated on the certificate of insurance. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to Clinical Placement/Practicum shall impose no obligation or liability of any kind upon the College, insurer or its agents or representatives.
- E. To the extent College faculty participate in the Practicum at Clinical Placement/Practicum, College shall provide licensed faculty to participate in the training of Students pursuant to this Agreement and shall ensure that the didactic and/or clinical training is appropriate for the level of education and instruction of each such Student.
- F. College agrees that it and its College faculty participating in the Practicum and assigned on-site at the Clinical Placement/Practicum, currently have in effect and will continue to have in effect during the term of this Agreement, all applicable licenses, certifications, permits and approvals necessary to operate as an educational facility and to provide the type of instruction or education for which the College offers degrees.
- G. College will require its Students and College faculty participating in the Practicum and assigned on-site at the Clinical Placement/Practicum to observe all Clinical Placement/Practicum policies, procedures, rules, and regulations as the Clinical Placement/Practicum may from time to time adopt. However, College reserves the right to structure student attendance at Clinical Placement/Practicum in a manner consistent with University of Massachusetts Lowell policies relative to the academic calendar, holidays and weather related or other school cancellations.
- H. The College will coordinate with a representative of Clinical Placement/Practicum the review of a Student's progress. The Parties shall provide for adequate and reasonable evaluation of Students upon such terms and conditions as the Parties

may agree. The Clinical Placement/Practicum may withdraw any Student or College faculty participating in the Practicum and assigned on-site at the Clinical Placement/Practicum from the program if such Student or College faculty is unacceptable to the Clinical Placement/Practicum for reasons of health, performance or other reasonable causes. College and Clinical Placement/Practicum will, when possible, make an effort to discuss any withdrawal and make said withdrawal after joint consultation with the subject Student or College faculty, the College Coordinator and the Clinical Placement/Practicum.

- I. College will direct its Students and College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum to maintain as strictly confidential all patient identifying information, records and other Clinical Placement/Practicum data to which they may have access, and such Students and College faculty shall not disclose to or copy the same for any person. College will further direct all Students and College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum to comply with policies and procedures of Clinical Placement/Practicum concerning the confidentiality and security of patient information, including without limitation, the Clinical Placement/Practicum's policy as it relates to the privacy, and security provisions of the Health Insurance Portability and Accountability Act (HIPAA). Neither the College, its Students, nor College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum will conduct or make any formal or informal survey, research, inquiry or other study relating in any way to the Clinical Placement/Practicum, its patients, staff or the Practicum without first obtaining the express written approval of the Clinical Placement/Practicum. The College shall require its Students and College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum to return to the Clinical Placement/Practicum all Clinical Placement/Practicum records and other Clinical Placement/Practicum property which may be in their possession promptly at the termination of their participation in the Practicum or upon request of the Clinical Placement/Practicum.
- J. The College shall require its Students and College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum to be enrolled in a health insurance plan.
- K. College acknowledges that Clinical Placement/Practicum requires Criminal Offender Records Information ("CORI") checks for all Students and College faculty members participating in the Practicum on-site at Clinical Placement/Practicum prior to their assignment to the Clinical Placement/Practicum. College shall perform a national CORI background check before any Student or College faculty member participating in the Practicum on-site at the Clinical Placement/Practicum can begin a placement at the Clinical Placement/Practicum.
- L. College may use the name of the Clinical Placement/Practicum in publications which list health care institutions and other entities which provide clinical experiences for Students of the College. College agrees not to use the name of the Clinical Placement/Practicum or any member of its staff in sales promotion work

or advertising or in any other form of publicity other than as cited herein without the prior written consent of the Clinical Placement/Practicum. Clinical Placement/Practicum may list the College in literature that lists its program affiliations. Clinical Placement/Practicum agrees that it shall not use the name of College, College faculty, or Students assigned to the Clinical Placement/Practicum in sales promotion work or advertising or in any other form of publicity other than as cited herein without the prior written consent of College.

II. RESPONSIBILITIES OF THE CLINICAL PLACEMENT/PRACTICUM

- A. Clinical Placement/Practicum shall provide a supervised practical learning and/or clinical experience by qualified Clinical Placement/Practicum staff to Students; and shall ensure that the didactic and/or clinical training is appropriate for the level of education and instruction of each such Student. Clinical Placement/Practicum shall make appropriate facilities available and provide qualified licensed staff for the supervision of Students during the Practicum. The facilities shall include an environment which is conducive to the learning process of the Students and which conforms to the Clinical Placement/Practicum's customary policies and procedures.
- B. Clinical Placement/Practicum shall appoint a Clinical Placement/Practicum Coordinator who will coordinate with the College Coordinator to accomplish the mutual goals of this Agreement.
- C. The Clinical Placement/Practicum agrees and represents that it and its staff participating in the Practicum currently have in effect and will continue to have in effect during the term of this Agreement, all applicable licenses, certifications, permits and approvals necessary to operate as a Clinical Placement/Practicum.
- D. Students while engaged in the Practicum shall be under the supervision and control of Clinical Placement/Practicum and shall be governed by the Clinical Placement/Practicum's policies relating to health care delivery and the Student's role in it.
- E. Prior to or upon Students arrival at the Clinical Placement/Practicum, the Clinical Placement/Practicum shall inform the College, in writing, of the Clinical Placement/Practicum's policies, procedures, rules and regulations, including health status requirements, pertaining to participation in the Practicum. Clinical Placement/Practicum shall either prior to arrival or upon arrival at the Clinical Placement/Practicum inform Students and College faculty participating in the Practicum and assigned on-site to the Clinical Placement/Practicum of the Clinical Placement/Practicum's policies, procedures, rules and regulations, including health status requirements, pertaining to their participation in the Practicum. The Clinical Placement/Practicum will regularly inform the Students, College faculty assigned on-site, and the College of any updates or changes to said policies, procedures, rules and regulations throughout the term of this Agreement. If at a future date the Clinical Placement/Practicum changes its health status requirements, Clinical Placement/Practicum shall provide written notice to the College. College

understands and agrees that it must comply with the changed requirements if the affiliation between the Parties is to continue.

- F. Clinical Placement/Practicum shall retain full responsibility for patient/client care and welfare in the organization, administration, staffing operation and financing of its services and the maintenance of standards.
- G. The Clinical Placement/Practicum will permit the College, upon a mutually satisfactory basis, to inspect clinical facilities and services available for clinical experience, and other such items pertaining to the Practicum.
- H. Clinical Placement/Practicum shall maintain records and reports on each Student's performance as required by College.
- I. Clinical Placement/Practicum acknowledges the College is subject to the Family Educational Rights and Privacy Act ("FERPA") and that personally identifiable information of a student ("Student Information") disclosed by College to Clinical Placement/Practicum is (1) confidential and subject to FERPA; (2) not to be disclosed without the prior written consent of the student; and (3) to be viewed only by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in the clinical, practicum or internship program at Clinical Placement/Practicum. Absent the foregoing, Clinical Placement/Practicum may not disclose Student Information without the prior written consent of student.
- J. Clinical Placement/Practicum agrees to provide immediate emergency medical care to Students participating in the Practicum at the Student's own expense, in the event of injury or illness. The Parties acknowledge and agree that such medical care or services provided by Clinical Placement/Practicum shall be the financial responsibility of the Students receiving such care and/or services.
- K. The Clinical Placement/Practicum shall comply with all applicable laws and generally accepted professional guidelines and standards pertinent to the subject matter of this Agreement, including, but not necessarily limited to, those relating to occupational health and safety and quality of patient care.
- L. During the term of this Agreement, Clinical Placement/Practicum agrees to maintain and keep in effect general liability and professional liability insurance coverage for the Clinical Placement/Practicum and all its employees involved in the Practicum. The Clinical Placement/Practicum shall notify the College immediately upon any cancellation or notice of termination of such insurance.

III. MUTUAL RESPONSIBILITIES

- A. The Parties will cooperate in developing the didactic and/or clinical objectives of the Practicum, the design of which will take into consideration but not be limited to, each Student's previous clinical and academic experience, course and Program outlines and objectives, dates of clinical rotations and number of Students on assignment at the Clinical Placement/Practicum.

- B. The Parties shall mutually agree upon the number of Students placed during each semester or other College instructional period.
- C. The College Coordinator and the Clinical Placement/Practicum Coordinator shall meet, as needed, during the term hereof, in order to evaluate the Practicum.
- D. It is mutually agreed that at no time shall the matter of race, religion, color, national origin, sex, age, disability, Veteran status, sexual orientation, gender identity, or any other impermissible criterion be considered for the purpose of unlawful discrimination.

IV. TERM AND TERMINATION

- A. The initial term of this Agreement shall be for one (1) year, commencing on the date first set forth above. This Agreement shall automatically renew for periods of one (1) year unless otherwise terminated in writing as provided herein. Notwithstanding a termination, those Students of the College currently in a Practicum at the Clinical Placement/Practicum may complete the Practicum, subject to the terms of this Agreement including, but not limited to, the College's continued provision of insurance as required herein.
- B. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.
- C. Upon breach by either Party of its obligations under this Agreement the non-breaching Party may terminate the Agreement if the breach remains uncured for more than fifteen (15) days after a Party receives notice of the breach.
- D. This Agreement shall terminate automatically in the event either the College's or the Clinical Placement/Practicum's insurance, as required in this Agreement is cancelled or otherwise terminated.
- E. It is agreed and understood by and between the Parties that the Clinical Placement/Practicum has the right to terminate the participation of any Student or College faculty member from the Practicum, if, in the opinion of the Clinical Placement/Practicum, the behavior of such Student or College faculty member is determined to be detrimental to the operation of the Clinical Placement/Practicum, and/or to patient care within the Clinical Placement/Practicum. It is further agreed that if in the College's reasonable judgment, the quality of Students' learning experiences would be jeopardized as a result of changes in personnel or services at the Clinical Placement/Practicum, the College may withdraw Students from the Practicum.

V. ADDITIONAL TERMS

- A. Health Insurance Portability and Accountability Act. Students participating in the Practicum at Clinical Placement/Practicum pursuant to this Agreement are members of the Clinical Placement/Practicum'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 Clinical Placement/Practicum and, does not establish an employment relationship.

- B. Governmental Immunity. It is understood by the Parties that College is an agency of the Commonwealth of Massachusetts and; therefore, entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this Agreement will be construed as: an express or implied waiver by the College of its governmental immunity or of its state governmental immunity; an express or implied acceptance by College of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the College of a debt, contract, or liability of the Clinical Placement/Practicum.

VI. STATUS OF THE PARTIES

It is expressly understood and agreed that the Clinical Placement/Practicum and the College shall at all times during the term of this Agreement act as independent contractors. Students, College faculty, and other personnel of the College shall not be deemed to be employees or agents of the Clinical Placement/Practicum. Neither the College nor any of its Students, College faculty or other personnel shall have any claim under this Agreement or otherwise against the Clinical Placement/Practicum for vacation pay, sick leave, retirement benefits, social security, workers compensation, health, or unemployment benefits of any kind, and no funds shall be paid or withheld by the Clinical Placement/Practicum on behalf of the College, its Students, College faculty or other personnel for satisfying such claims. Further, nothing contained herein shall be construed to create a joint venture, partnership, association or other affiliation between the Clinical Placement/Practicum and the College.

VII. MISCELLANEOUS

- A. This Agreement represents the entire understanding of the Parties with respect to the subject matter contained herein and supersedes and cancels all previous agreements between the parties concerning such subject matter.
- B. This Agreement may be amended only by a writing signed by authorized representatives of the Parties.

- C. All notices required hereunder shall be given by regular mail, or prepaid, registered mail, return receipt requested, to the following addresses:

If to the Clinical Placement/Practicum:

Company/Facility Name
Direct Contact
Address Line 1
Address Line 2
City, State, Zip Code

If to the College:

University of Massachusetts Lowell
Attn: Nicole Champagne, Associate Dean
Zuckerberg College of Health Sciences
883 Broadway St.
Lowell, MA 01854-5124

- D. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.
- E. Neither this Agreement nor any rights hereunder shall be assigned by either Party without the prior written consent of the other Party.
- F. A waiver of the breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach or breaches.
- G. A copy, fax, PDF or scan of this document will have the same force and effect as the original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**UNIVERSITY OF MASSACHUSETTS, LOWELL
ZUCKERBERG COLLEGE OF HEALTH SCIENCES**

By: Nicole Champagne, Associate Dean
enter a date.

Date: Click or tap to

CLICK HERE TO ENTER CLINICAL FACILITY NAME

By: Click here to enter Name

Date: Click or tap to enter a date.