

**CLINICAL TRAINING AFFILIATION AGREEMENT BETWEEN
[HOSPITAL NAME]
AND
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA**

This Clinical Training Affiliation Agreement (the “Agreement”) is made effective as of the date of the last signature of a party hereon and is entered into by and between [Hospital Name], located at [Hospital Address] (“Hospital”), and the **University of the District of Columbia**, located at 4200 Connecticut Avenue NW, Washington, DC 20008 (“University”), with respect to certain training services to be offered by the Hospital to students from the University.

RECITALS

WHEREAS, the University has programs listed on Annex A (the “Programs” or individually, a “Program”) that require students therein to participate in clinical learning experiences as set forth in the Program’s curriculum, in accordance with the applicable accrediting body and the applicable professional certification body for that discipline;

WHEREAS, the Hospital is engaged in certain clinical activities that can provide a part of the required clinical learning experience for students enrolled in the Program;

WHEREAS, Hospital desires to assist University by providing experience to University students enrolled in a Program in an effort to contribute to the educational preparation of future health care professionals; and

WHEREAS, the provision of such students also assists the Hospital in achieving its mission.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, University and Hospital agree as follows:

COVENANTS

1. THE UNIVERSITY AGREES TO:

- (a) Assume overall responsibility for the planning and implementation of the educational component of each student’s training in accordance with the Program’s goals and objectives for the University;
- (b) Ensure that each student assigned to Hospital is qualified. In addition, each student should meet the educational criteria required for participation in the University’s Program. University agrees to advise Hospital of any incidents that call into question in a material way, the clinical abilities, ethical standards or professional judgment of a student. University also agrees that upon request to furnish proof of the student’s academic credentials and a curriculum for the students assigned to Hospital which has been approved by the appropriate accrediting body pursuant to applicable law;
- (c) Provide Hospital, with an annual proposed schedule of student assignments with the names of the students and their levels of academic training for each such student;
- (d) Provide Hospital with a list of the assignments that the students may assume during their rotation at Hospital, as well as other documentation required beforehand by the Hospital

program regarding matters related to rotation. Said list shall be provided by University's Academic Clinical Coordinator ("ACC");

- (e) Assure continued compliance with the educational standard established by the appropriate accrediting organizations;
- (f) Document and maintain the necessary records for each student's rotations;
- (g) Advise the students of their obligation to comply with all applicable University and Hospital rules, policies and regulations including but not limited to all health screening and background investigation requirements;
- (h) Provide Hospital with a mutually acceptable report demonstrating that each student has satisfactorily completed Hospital's background screen and health screen, including that each student has passed an annual physical examination, has completed annual tuberculin tests, and received all necessary immunizations, including tetanus, diphtheria and measles, mumps and rubella; and
- (i) Provide and maintain adequate insurance coverage, including professional liability insurance in the amount of \$1 million per occurrence/\$3 million annually to cover the students for claims arising out of their activities while participating in the training program at Hospital. University shall furnish a Certificate of Insurance evidencing such insurance and shall provide Hospital with written notice of the cancellation, modification or non-renewal if its applicable insurance coverage upon the later of (a) thirty (30) days prior to, or (b) within five (5) business days of the University's actual notice of, such cancellation, modification, or non-renewal.

Notwithstanding Section (i) above, the parties acknowledge that the University is an independent agency of the District of Columbia and, as such, is prohibited by law from agreeing to indemnify third parties or to hold them harmless. The parties further acknowledge and agree that they retain their rights to pursue all available remedies arising out of this Agreement through the legal process consistent with 31 U.S.C. §§ 1341-1351 and 1511-1519; the District Anti-Deficiency Act of 2002, effective April 4, 2003 (D.C. Law 14-285; D.C. Official Code § 47-355.01 et seq.).

Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the District of Columbia.

- (j) Maintain and advise all students to maintain the confidentiality of all patient records and data in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") and Hospital Requirements and to obtain appropriate authorization prior to any disclosure of such records and data while at Hospital facilities.

2. THE HOSPITAL AGREES TO:

- (a) Designate a staff member at the Hospital as "Program Director" under this Agreement who would be responsible for the coordination and implementation of the rotation portion of the Program at Hospital;
- (b) Provide orientation to students regarding Hospital, its equipment, procedures and providing such students a copy of its rules and regulations;

- (c) Evaluate the performance of the students, in a manner and to the extent agreed to by University and Hospital. The completed evaluation forms shall be completed and forwarded to the ACC within one month following the conclusion of each student's participation in the clinical portion of the Program conducted by Hospital;
- (d) Provide the use of Hospital's equipment to the students as necessary, to conduct the clinical portion of the Program, including, when practicable, the use of a library, study areas, office space, lockers and cafeteria facilities;
- (e) Advise University at the earliest possible time of any serious deficit in the ability of a student to progress toward achievement of the stated objectives of the rotation portion of the Program being conducted at Hospital;
- (f) Inform University of any changes in its operations or policies or accreditation or licensure that may materially affect the portion of the Program being conducted at Hospital;
- (g) Provide necessary emergency medical treatment to students in the event of an accident or sudden illness occurring at Hospital. It shall be the duty of the student to provide payment or adequate health insurance coverage and any subsequent related care;
- (h) Indemnify and hold harmless University, its officers, employees, agents and students from and against any and all claims, damages, judgments, actions and causes of action, including but not limited to, the cost, expenses and reasonable legal fees incurred in defending any and all such claims, actions and lawsuits, arising by reason of the acts or omissions of Hospital in the course of Hospital's performance under this Agreement. University agrees to give Hospital written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30 days of becoming aware of the same;
- (i) Provide and maintain adequate insurance coverage including general liability insurance in the amount of \$1 million per occurrence/\$3 million annually. Hospital shall furnish a Certificate of Insurance evidencing such insurance and shall provide the University with written notice of the cancellation, modification or non-renewal of its applicable commercial insurance coverage upon the later of (a) thirty (30) days prior to, or (b) within five (5) business days of Hospital's actual notice of, such cancellation, modification or non-renewal;
- (j) Cooperate with and, within reasonable prior notice and normal business hours, provide access to site and program reviewers as necessary to enable University to maintain accreditation status of its Program; and
- (k) Maintain the confidentiality of all student records that come into its possession. The parties recognize that student educational records created by the University as a result of this program are protected by the Family Educational Rights and Privacy Act ("FERPA"). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. In accordance with FERPA, the University can designate other entities, including vendors and consultants, as "other school officials." For purposes of this Agreement only, Hospital is determined to fall within the category of "school official." Neither Hospital, their agents, nor assigns shall disclose student educational records created by the University as a result of this Program to any third party, except with the prior written consent of the University. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

- 3. STATUS OF UNIVERSITY, HOSPITAL AND STUDENTS.** Both the University and the Hospital acknowledge and agree that students are not employees of either the University or Hospital, but instead are participants in an educational program and shall not be considered as or be a replacement for the staff of Hospital or the staff at any Hospital facility. No student, nor any employee, agent or representative of the University is or shall be considered an agent, employee, partner of or party to a joint venture with Hospital. The University is not a partner or agent of Hospital, or any of its affiliates. Hospital and its affiliates are not partners or agents of the University. Neither Hospital nor the University will act or hold itself out to third parties as a partner, employee, or agent of the other party. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Hospital shall not be responsible to the University, students, or the University's agents or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by University, students or University's agents under this Agreement. It is expressly understood that, to the extent applicable, University will be responsible for all legally required tax withholding for itself and its students and agents. University warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, immigration, wage and hour laws and employment discrimination laws. It is expressly understood that none of the students providing services hereunder are employees of Hospital for any purpose, including but not limited to, employee welfare and pension benefits of employment, workers' compensation, disability insurance or compensation for services or any other fringe benefits of employment. University will notify Hospital of any change (including, but not limited to, the tax withholding status) in the employer/employee relationship between University and those individuals providing services under this Agreement. Neither University nor any students shall receive any compensation from Hospital.
- 4. NON-DISCRIMINATION.** It shall be the mutual responsibility of University and Hospital to comply with all federal, state and local laws, including but not limited to the Civil Rights Act of 1964, as amended, that are applicable to activities carried out under this Agreement. The parties agree not to engage in unlawful discrimination on the basis of race, color, national or ethnic origin, gender, marital status, religion, handicap, political affiliation, age, sexual orientation or any other basis as proscribed by law.
- 5. HIPAA COMPLIANCE.** The parties will comply with the applicable provision of HIPAA and any current and future regulation promulgated thereunder. The parties will not use or further disclose any Protected Health Information or Individually Identifiable Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.
- 6. DESIGNATED UNIVERSITY OFFICIAL.** The University shall designate by written notice to Hospital, for each Program that will have students assigned to Hospital under this Agreement, an Academic Clinical Coordinator for such Program who shall be a faculty member of the University who is certified, registered or licensed in the applicable Program ("**ACC**"). Only the ACC, or those University representatives who are signatories hereto, shall be authorized to act for University hereunder.
- 7. TERMINATION OF STUDENTS IN CLINICAL PLACEMENT.** University and Hospital have the right, in compliance with the terms of this Agreement, to remove any student, from the Program at Hospital when, in the judgment of Hospital, the student poses a risk to the patients or staff or to himself/herself, or the student does not conform to the significant safety, health or other policies required by Hospital. Hospital shall immediately notify the University of any student termination pursuant to this provision. Prior to terminating a student, Hospital shall contact the

University, and the parties shall make a good faith effort to resolve the matter short of termination. If a resolution short of termination cannot be reached, the decision of Hospital shall be final. Hospital has the right to deny any student, who has been removed from the Program, access to any Hospital facility and/or patient(s).

8. **THIRD PARTY RIGHTS.** Nothing contained herein, shall be construed to convey any legally enforceable rights to third parties including the students participating in the program.
9. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part without the prior written consent of both parties.
10. **COMPENSATION.** Hospital shall receive no compensation for its training services, and shall not be responsible for any payments whatsoever to the students or University. It is further understood and agreed that Hospital may generate professional bills for services rendered by students supervised by the responsible attending physicians and that the proceeds from these professional bills will become the exclusive property of Hospital and the University shall have no right or claim to such proceeds. Students shall not receive remuneration or bill for any services involving their clinical education experience at Hospital.
11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the District of Columbia. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in the District of Columbia.
12. **MODIFICATIONS AND INTERPRETATION.** No revision or modification of this Agreement shall become effective unless it is in writing and is signed by both parties. It is the intent of the parties to take all reasonable actions necessary to assure the continued compliance of the training program with the requirements of the applicable accrediting body and all other applicable laws. If any provision of this Agreement is deemed ambiguous, it shall be construed to comply with the applicable accrediting body requirements whenever feasible.
13. **TERM; TERMINATION.** This Agreement will continue in force through [end date], provided that either party may terminate this Agreement in accordance with terms set forth herein. It is understood and agreed that either party may terminate this Agreement with or without cause by tendering written notice at least sixty (60) days in advance of the effective termination date. In the event of termination, any educational training program in progress shall be allowed to continue until conclusion, if acceptable to both parties to this Agreement.
14. **NOTICES.** Any notice or other communication required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent via overnight mail by an overnight courier with a return receipt, such as Federal Express, or sent postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

If to University:

[redacted]
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

With a copy that shall not constitute notice to:

Office of the General Counsel

University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Suite 301Q
Washington, DC 20008
Attention: General Counsel
and

If to Hospital:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Attention: [REDACTED]

or to such other addresses or persons as may be furnished from time to time in writing by one Party to the other Party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt if sent by mail whether or not such notice is accepted by the addressee.

15. COUNTERPARTS. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. The Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties related to the Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned parties affirm that they have the authority to enter into agreements on behalf of their respective institutions and have caused this Agreement to be executed duly authorized and empowered.

[HOSPITAL NAME]

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

UNIVERSITY OF THE DISTRICT OF COLUMBIA

By: _____
Name: Ronald Mason, Jr.
Title: President
Date: _____

*Reviewed by the Office of General Counsel
for Legal Sufficiency:*

By: _____
Name:
Title:
Date: _____

Annex A
List of Programs

Educational Program	Program Director (Name and Contact Information)	Duration of Rotation or Clinical Experience	Clinical Program Requirements	Results (i.e. Degree Awarded)