

HANDBOOK
FOR
ACADEMIC AFFILIATION AGREEMENTS

OFFICE OF CHIEF COUNSEL
STATE SYSTEM OF HIGHER EDUCATION
COMMONWEALTH OF PENNSYLVANIA

INTRODUCTION

I am pleased to present for your use the revised and updated Handbook for Academic Affiliation Agreements.

The handbook is designed to meet the needs of the university in dealing with contracting issues that affect clinical relationships. This is a complicated process for many reasons, including the concerns of host entities about potential liability and the constraints imposed by Commonwealth contracting laws. This Handbook is designed to assist you as you work through these issues in reaching an agreement with host entities.

Please continue to work directly with your University Counsel on these important agreements as you continue in your efforts to achieve your academic goals.

I would like to thank University Legal Counsel, Jacqueline Conforti Barnett, for her leadership in developing and now updating this Handbook. And, thanks to all of you for your diligence in assuring that proper contracting procedures are followed.

Jeffrey Cooper
Chief Legal Counsel
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PREFACE

Several significant changes have been made regarding the administration and approval process for affiliation agreements. So that these matters are not lost within the content of this manual, please note the following changes in past practices:

- University signatures: **The president of each university must delegate in writing and, forward that delegation to their respective university legal counsel, as to which individuals will have contracting authority for executing affiliation agreements.** It is strongly encouraged that each provost have this authority, but in no case should the authority go beyond the level of dean. Department chairpersons, directors or faculty members should not be delegated signatory authority.
- Approval by university legal counsel: If a university utilizes the templates in the appendix of this manual **WITHOUT ANY MODIFICATIONS**, the affiliation agreement will no longer require legal review and the signature line for university legal counsel may be removed from the agreement. Insertions of necessary information—such as the identities of the parties, dates and other insertions provided for in the templates—are not considered modifications. As in the case of all rules, an exception always seems to exist. Modification to existing language as to health status requirements may be made since various programs, schools and health providers may require additional tests or inoculations before a student may participate in a program.

Please note that amendments, renewals, foreign exchange program agreements and articulation agreements, regardless of whether the templates provided in this manual are used, will still require approval by university legal counsel.

- Information and sample letters have been provided to better assist you in handling the challenges created by the The *Health Information Portability and Accountability Act* of 1996 (HIPAA) and the requests by medical providers to enter into Business Associate Agreements.

As always, should you require any assistance with any of the information contained in this manual, or in preparing or negotiating any agreement, please do not hesitate to contact the Office of University Legal Counsel.

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SECTION I LEGAL REVIEW OF AGREEMENTS:

- A. Why the Necessity of Legal Review?
- B. Contracts Subject to Legal Review
- C. The Legal Review Process

A. **Why the Necessity of Legal Review?**

The Commonwealth Attorneys Act authorizes the Office of Attorney General (“OAG”) to review and approve contracts, deeds, and leases of all agencies. The Act also authorizes the Governor’s Office of General Counsel (“OGC”) to review and approve contracts, deeds and leases of agencies whose legal counsel comes under their auspices. Agencies under the jurisdiction of the Office of General Counsel are referred to as “Executive Agencies,” while agencies not under the jurisdiction of the Office of General Counsel are known as “Independent Agencies.” For purposes of the Commonwealth Attorneys Act, the State System is an Executive Agency and its legal counsel has been delegated authority to approve contracts by the Office of General Counsel.

Affiliation agreements constitute contracts subject to the review and approval of University Legal Counsel. **Academic programs that require affiliation agreements must act in accordance with the directions in this handbook, including all the appendices.** Conformity to the directions in this handbook is necessary in order for agreements to be approved by university legal counsel, as dictated by the delegation of power to approve contracts made by the Office of General Counsel for purposes of form and legality.

B. **Contracts Subject to Legal Review**

“Contracts” and “agreements” are similar concepts. The degrees of liability, obligations, and legal enforcement are the same for both. The position of the Office of Attorney General is that the term “contract” is all-inclusive. A contract exists whenever a Commonwealth agency enters into an arrangement with another party under which there are obligations or exchanges of consideration. Arrangements, such as affiliation agreements, might or might not require a university to pay money or receive money, but are still considered contracts. With limited exceptions, university legal counsel is required by the

Commonwealth Attorneys Act to review and approve contracts and agreements entered into by the State System and its constituent universities.

Some university personnel have expressed the view that if the university is not expending funds, it is merely engaged in an “agreement” and not a contract. For example, there have been misunderstandings in the past that affiliation agreements are not really contracts at all and therefore, require no legal review. **Affiliation agreements are not exempt from legal review. All contracts/agreements, unless specifically exempted by this handbook, are subject to legal review.**

C. The Legal Review Process

Agreements¹ submitted to the Office of University Legal Counsel are logged in upon arrival. For the sake of consistency, agreements are generally distributed to the attorney assigned to manage the affairs of that particular university. It is the policy of the Office of University Legal Counsel to sign and return routine agreements within 2 business days. In order to maintain this policy, attorneys other than the university legal counsel assigned to a particular university may at times receive another university’s contract for review. These situations typically arise when the assigned attorney is out of the office when the agreement is logged in.

If an agreement fails to meet the standards contained in this handbook, it will be returned to the university with a cover letter explaining the necessary correction(s). Any correction(s) must be initialed by **all** parties to the agreement and then returned for a second review by university legal counsel.

If not using one of the attached pre-approved templates, universities are strongly encouraged to submit affiliation agreements to university legal counsel in draft form prior to the submission of finalized signed copies. This recommendation is made to minimize program disruption and avoid last minute time constraints. University legal counsel may be able to suggest changes in advance that will save time and avoid the need for potentially embarrassing re-negotiation with the affiliated entity in the future.

¹ For purposes of this Handbook, agreements and contracts are interchangeable terms except in the instance when an agreement is reached between two State System universities. The document outlining this relationship is never referred to as a contract.

Once signed by university legal counsel, and in most instances, the affiliation agreements are logged out and returned to the University.

Until a fully executed contract is received by the University (which includes, when applicable, the signature of University Legal Counsel), **NO STUDENT PLACEMENT WITH THE AFFILIATION ENTITY SHOULD OCCUR.**

SECTION II

PARTIES TO CONTRACTS

- A. Contracts with Individuals versus Corporate Contractors
- B. Agreements with Other Commonwealth Agencies
- C. Agreements with Other Executive Agencies
- D. Agreements with Independent Agencies
- E. Agreements within the State System of Higher Education

A. Contracts with Individuals Versus Corporate Contractors

One of the more basic and important pieces of information regarding any contract is the clear identification of the contracting parties. It is critical that you understand with whom you are doing business.

In today's business market, contracts are frequently made with John Smith personally, a contractor who operates an individually-owned business, but sometimes under a name different from that of his own. If a business is in the actual name of a person (*i.e.*, John Smith) then you are to contract with John Smith, because he is a legally recognized person. If you are contracting with Data Industries, Inc., a bona fide corporation, you are contracting with a legally recognized person. Under the law, corporations are "persons," and thus as a legal entity, may be treated like an individual "person."

Complexities arise when someone is doing business in a partnership or as an individual but under a name other than his or her own and not as an incorporated entity, commonly referred to as a "fictitious name." An example would be "Don's Research Center." Under the law, this is not a recognized "person" and thus cannot be a defendant in a lawsuit. It would be as if you were suing someone who does not exist. The legal "person" who is responsible and who does exist is the owner. Therefore, when contracting with a partnership or individual doing business under a fictitious name, always name the contractor/owner/legal "person" and the fictitious name (*i.e.*, John Smith, d/b/a Don's Research Center, or John Smith t/a Don's Research Center).²

Therefore, when contracting with a partnership, either partner may sign the contract. When the matter involves a business utilizing a fictitious name, the contract should be signed by the owner, trading and doing business under the fictitious name (signed Don Smith, t/a Don's Research Center); and when the affiliated entity is a corporation, the

² d/b/a is the legal abbreviation for the phrase "doing business as" and t/a is the legal abbreviation for "trading as."

contract is to be signed by two officers of the corporation, namely, the President or Vice-President **and** the Secretary or Treasurer.

B. Agreements with Other Commonwealth Agencies

Because of understandings reached by the OAG and OGC, agreements between Commonwealth agencies are generally exempt from Attorney General review.

If the affiliated entity is a Commonwealth entity, please see the subsections below.

C. Agreements with Other Executive Agencies

Agreements with Executive Agencies should be titled "COMMONWEALTH INTERAGENCY MEMORANDUM OF UNDERSTANDING" and must contain the following clauses:

This Memorandum is not intended to, and does not, create any contractual rights or obligations with respect to the signatory agencies or any other parties.

AND

Any dispute arising hereunder shall be submitted to the Office of General Counsel of the Commonwealth of Pennsylvania for final resolution.

Interagency Memorandums of Understanding ("MOU) will be routed to university legal counsel just like any other contract. For example, agreements with the following executive agencies, are subject to an MOU:

- Department of Aging
- Department of Agriculture
- Department of Banking
- Department of Community and Economic Development
- Department of Conservation and Natural Resources
- Department of Corrections
- Department of Education
- Department of Environmental Protection
- Department of Health
- Department of Insurance
- Department of Labor and Industry
- Department of Revenue
- Department of State
- Department of Transportation
- Department of Military and Veterans' Affairs
- Department of Public Welfare
- Governor's Council for the Arts

Governor's Council for the Humanities
Housing Finance Agency
Office of Administration
Office of the Budget
Pennsylvania Public Television Network
Pennsylvania State Police

D. Agreements with Independent Agencies

An agreement with an Independent Agency may also be drafted as a Memorandum of Understanding. Alternatively, such may be treated as an ordinary contract, subject to Attorney General review. For purposes of this handbook, the following agencies are independent agencies:

Office of Attorney General
Office of Auditor General
Civil Service Commission
Ethics Commission
Fish and Boat Commission
Game Commission
Pennsylvania Higher Education Assistance Agency (PHEAA)
Historical and Museum Commission
Human Relations Commission
Labor Relations Board
Liquor Control Board
Milk Marketing Board
Public Utilities Commission
Securities Commission
State Tax Equalization Board
Turnpike Commission
Department of Treasury

The foregoing lists of executive and independent agencies **are not comprehensive**. Please contact your university attorney if you are unsure of an agency's status or how to proceed.

E. Agreements within the State System of Higher Education

Agreements between different parts of the State System of Higher Education are not deemed contracts. The entire arrangement should be treated from start to finish as an internal arrangement. Such agreements differ from standard contracts in the following ways:

- As long as the agreement is solely between parts of the State System (agreements of two or more universities with each other or with the Office of the Chancellor), **under no circumstances** should the entities use a formal contract document or anything that even appears remotely to be a binding contract. The word “contract” should not be used within the agreement to describe it.
- The parties should formalize their expectations in a letter between authorized employees at the appropriate levels of authority. The Chancellor or president of the university can authorize any employee to engage in contracts **provided that notice of such is filed with the Office of the Chancellor**. Persons exercising such authority should have written authorization from the Chancellor or president.
- So long as no other entity except the Office of the Chancellor or another State System university are parties to the agreement, nothing in the letter (or any reply to it or other exchange of correspondence regarding it) should make reference to any rights or remedies for breach, or manner of enforcement. The letter should state that the arrangement is not a legally binding contract and is not enforceable in a court or in the Board of Claims. The agreement may state that in the event of a dispute between two parties, advice and direction should be requested from the Office of the Chancellor or Office of University Legal Counsel.

SECTION III

REQUIRED PROVISIONS FOR ALL AFFILIATION AGREEMENTS

- A. Term of Agreement
- B. Termination of Agreement
- C. Nondiscrimination
- D. Jurisdiction and Applicable Law
- E. Modification of Agreement
- F. Relationship of Parties
- G. Liability
- H. Integration/Entire Agreement

In order to meet the approval of university legal counsel, certain provisions must be contained in every affiliation agreement such as standard terms and conditions. No changes can be made to this language unless specifically approved by university legal counsel. The various terms and conditions are noted below. **If you elect to use a pre-approved agreement found in the appendices of this handbook and do not alter any of its terms and conditions, it is not necessary to submit the agreement to university legal counsel for review.**

The standard terms and conditions are as follows:

A. Term of Agreement

All agreements must have definitive start and end dates. No action evidencing an affiliation should occur (*i.e.*, placement of a student) until the starting date AND the signing of the affiliation agreement by all parties including university legal counsel, if applicable. If you are using an approved template **with no changes to the document**, legal review is not necessary and the placement of students may occur when both parties have executed the agreement.

No agreement may exceed a period of five (5) years without the expressed written approval of the Chief Counsel. An agreement may be for five (5) years, or any combination of an initial term plus renewal. But in no event may the original term plus renewals exceed a total contract term of five (5) years.

The appropriate language is as follows:

Term of Agreement. The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five (5) years.

B. Termination of Agreement

There are circumstances that may warrant the ending of an affiliation agreement by either party. However, a concern should exist for those students who are enrolled in a program at the time of any termination. The provision below not only allows for the termination of the agreement, but also attempts to protect those students who are enrolled during the terminating semester:

Termination of Agreement. The University or the Affiliated Entity may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Affiliated Entity terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have concluded absent the termination.

C. Nondiscrimination

It goes without saying that a Commonwealth Agency cannot engage in any contractual relationship with an entity that engages in discriminatory behavior. To do so is against the Commonwealth's public interest and violates the integrity of its citizens. This philosophy is memorialized in the contract term below:

Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

D. Jurisdiction and Applicable Law

All contracts entered into by any Commonwealth agency are obligated to be interpreted and enforced under Pennsylvania law, in courts and agencies of appropriate jurisdiction in this Commonwealth.

Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement.

In the event that the parties cannot agree as to this particular term, the document should be silent on the subject as a last recourse.

E. Modification of Agreement

The purpose of memorializing the affiliation relationship in a written contract is to ensure that both parties have a clear understanding as to their rights and responsibilities. Verbal agreements or promises undermine this legal relationship due to memories that fade, miscommunication or differing perceptions. In order to avoid this dilemma in the event of potential litigation, any changes to the written agreement should be in writing and in a form similar to the document contained in Appendix N of this handbook. University legal counsel must approve all agreement modifications. So that both parties understand the necessity of memorializing any changes in writing, the following language is to be in every agreement:

Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.

F. Relationship of Parties

When affiliating with another entity, confusion may arise as to the legal independence of each entity. As a Commonwealth agency, the State System of Higher Education is afforded certain legal protection from suit (*i.e.*, sovereign immunity). However, those protections do not extend to non-Commonwealth entities. So that no confusion exists as to the nature of the affiliation relationship, clarification of the independence of each entity is important. The following language is to be included:

Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

G. Liability

Clauses which demand that the university not hold an affliator legally responsible for any actions or to reimburse the affliator for any damages are strictly prohibited. These are commonly noted as "Indemnification and Hold-Harmless Clauses." As an alternative, the language below is commonly substituted and is to be included in every affiliation agreement as standard language. This clause acknowledges that each party has the right to pursue whatever remedies are available to them as provided by law. In that the law strictly prohibits certain litigation or the awarding of certain damages against the Commonwealth, the university is, for the most part, protected by statutory authority.

Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

H. Integration/Entire Agreement

All understandings between the parties should be contained in one document that will legally dictate the nature of the contractual relationship between the parties. The more common maxim uttered is that, "words on air aren't there." If it was important enough to be discussed, it is important enough to be memorialized within the agreement.

The paragraph below acknowledges that the agreement is all-encompassing and that no other agreements, other than what is contained in the document, exist. If there are letters or memos that contain additional information or understandings that have not been incorporated into the document, those letters should be attached to the agreement, marked as exhibits and referenced as also being part of the agreement. An explanation on how to attach and incorporate documents is found in Section V of this handbook. The following should be included at the end of each affiliation agreement:

Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

SECTION IV

PROHIBITED AGREEMENTS & PROHIBITED TERMS

- A. Employee-Employer Relationship
- B. Courtesy Appointments
- C. Assignment Clauses
- D. Law of the Contract
- E. Attorneys Fees, Court Costs
- F. Indemnification and Hold-Harmless Clauses
- G. Arbitration Clauses
- H. Purchase of Insurance
- I. Disclosure of Student Information
- J. Rolling Renewal Clauses
- K. University as Guarantor of Student/Faculty Costs
- L. Dismissal by University of Student
- M. HIPAA Business Associate Agreements

Agreements or clauses provided by the affiliated entity must be carefully reviewed.

The following types of agreements or terms are prohibited:

A. Employee-Employer Relationship

Agreements cannot be used to create an employee-employer relationship. Employees must be placed on the university's payroll in appropriate classifications and many times in compliance with various collective bargaining procedures. Failure to appropriately follow the hiring process leads to serious legal problems regarding such matters as withholding state, federal and local income taxes, workers compensation, unemployment compensation, the Commonwealth's obligation to defend suits brought against employees, labor grievances, etc. Therefore, no agreement should create or intend to create an employee-employer relationship.

Any affiliated entity under contract must be deemed an independent contractor for the contract to be approved. Appropriate language is found in Section II(F) of this handbook.

B. Courtesy Appointments

Affiliation agreements that mandate courtesy appointments to the faculty of the university must be carefully handled. This caution is to ensure that there is no violation of any hiring practice as defined for faculty under the respective Collective Bargaining Agreement. Blanket appointments are not permitted.

If courtesy appointments are mandated by the affiliated organization, the following must be included:

Said appointment does not confer any employer/employee relationship between the individual and the University, and it does not entitle the individual to any rights as outlined within the Collective Bargaining Agreement between the Pennsylvania State System of Higher Education and its faculty. Said appointment is to be deemed as honorary only.

C. Assignment Clauses

If the affiator's form agreement gives the affiliated entity a unilateral right to assign its obligations, the phrase, "however, no assignment may be made absent thirty (30) days notice to the university and not without the prior written consent of the university" should be added to the affiator's form. It is also acceptable for the university to add a further provision stating that "such permission shall not be unreasonably withheld."

D. Law of the Contract

The laws of Pennsylvania must govern any Commonwealth contract or agreement. Thus, any provision, which states that the contract will be construed under the laws of some other state, must be changed to the laws of Pennsylvania. Any provision that states that the law of the contract is Pennsylvania but does not extend to where a case is heard is also a prohibited provision. This is an attempt by the contractor to have disputes heard by courts in their home states applying Pennsylvania law, rather than before the Commonwealth Court. If nothing is stated about the governing law, but a clause states that the contract is to be deemed made in a state other than Pennsylvania, you must add a statement that the contract is governed by Pennsylvania law and that any claim by the contract must be brought only before courts of the Commonwealth.

Alternatively, and only as a last resort, the agreement can remain totally silent as to the issue.

E. Attorneys Fees, Court Costs

Clauses that require the university to pay the affiator's "costs" (*i.e.*, court costs) or attorney fees, or to confess judgment in the event that the affiator finds it necessary to sue must be deleted. The university may not voluntarily pay the affiator's court costs or legal fees, nor may it allow an affiator to confess judgment on its behalf.

F. Indemnification and Hold-Harmless Clauses

Many affiliator's forms contain a clause stating that the university will "indemnify" or "hold the affiliator harmless" from and against any and all claims, suits, judgments, etc. Such provisions are prohibited by the Attorney General. The affiliator must agree to delete this type of language from the agreement or it will not be able to establish a relationship with the university.

While it is preferable to get the affiliator to simply delete the indemnification and hold-harmless clause in its entirety, sometimes they will insist that some sort of substitute language be included. In such situations, contact your university legal counsel for guidance. The following clause is an acceptable alternative:

Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

This statement is a restatement of a basic legal principle that one is held accountable for damages only if one negligently or intentionally inflicts harm on persons or property. It also preserves the limits on suits against the Commonwealth established by Pennsylvania law under the doctrine of sovereign immunity.

G. Arbitration Clauses

Clauses that require resolution of disputes by binding arbitration are prohibited and must be stricken from the agreement.

H. Purchase of Insurance

The university itself is statutorily prohibited from directly buying insurance and, generally, does not buy casualty, loss, liability, or fidelity insurance for its property, assets or employees. The Department of General Services (DGS), through the Bureau of Risk and Insurance Management (BRIM), has the authority to administer the Commonwealth self-insurance program.

If the affiliated entity wants the university to purchase casualty, loss or liability insurance for the benefit of faculty, students or the University, it cannot be done because

I, _____ (student), hereby give consent to _____ University of Pennsylvania to release any and all records it may have in its possession to _____ (affiliated entity) if such records are requested and required in order to prove my qualifications to enter into the _____ program or for other valid educational purposes. I realize that such records may include and not be limited to academic, health and disciplinary records, as well as my social security number for identification/security purposes. This release will expire at the end of the spring semester of the academic year in which it is signed or after the end of my internship with the affiliated entity, whichever is later.

Every effort should be made to ensure that the affiliated entity understands the need for confidentiality as to each student's records.

J. Rolling Renewal Clauses

An affiliation agreement cannot contain a renewal clause that permits an automatic yearly renewal or language which merely states that the agreement will be reviewed yearly. All agreements must be limited to a maximum term of five (5) years, unless the written consent of the Chief Counsel is obtained.

K. University as Guarantor of Student/Faculty Costs

Many agreements will attempt to make the university a guarantor for costs and fees of students and faculty during the term of the agreement. For example, affiliators may attempt to have the university responsible for any and all costs of the faculty and/or students in regards to library fees, copying costs, cafeteria costs, uniform rental or uniform cleaning. These costs are to be borne by the student and faculty members who incur these costs and not the university.

L. Dismissal by University of Student

Agreements may contain clauses which require the university to remove a student from a program for reasons including, but not limited to, performance or discipline issues. When the burden is placed on the university to make such a decision, several procedural concerns arise, including the concern that the student is entitled to some type of due process prior to any final decision. As a Commonwealth agency, the university is considered "the Commonwealth" or "the State" and due process must be satisfied prior to this type of decision.

In order to avoid the myriad of due process issues, it is best to permit the affiliated entity to make the final decision as to a student's disciplinary removal from a program. First, since the university is not making the decision, the concerns surrounding due process do not exist. Second, as a practical matter, if an affiliated entity demands that a student be removed, it is best that the university honors the request, rather than risk the affiliated relationship to the detriment of the other students who are enrolled. However, the university may still need to provide academic due process as to any placement decision for an individual at future sites or continuance in the academic program.

The following language is recommended as appropriate in these circumstances:

Removal of Noncompliant Student. The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.

M. HIPAA Business Associate Agreements

The *Health Information Portability and Accountability Act* of 1996 (HIPAA) was enacted to protect the medical records of patients and to impose confidentiality restrictions on those individuals who have access to this information while performing or assisting in statutorily defined operations.

Affiliated medical entities, referenced as a "covered entity" under HIPAA, may attempt to require that universities sign a "Business Associate Agreement." These agreements are mandated by HIPAA so that third parties working on behalf of the covered entity would be subject to the restrictions of HIPAA, as well as to its penalties in the event of violation.

Universities are to take the position that any student that has access to such information is part of the covered entity/affiliate's workforce as defined within HIPAA at 45 C.F.R. §160.103. As such, neither they nor the university can be a business associate since they are not engaged in performing or assisting in performing in those functions identified as a business associate which are listed within the statute. The University, and its faculty, do not provide services on the covered entity's behalf and students are already covered as members of the entity's workforce for the limited purpose of HIPAA.

Should a university receive a request to execute a business associate agreement, the template response letter provided in Appendix H of this handbook should be sent. If the

letter is not accepted by the affiliated entity, the university should contact its university legal counsel for further discussion.

SECTION V

PREPARING AN AFFILIATION AGREEMENT

- A. Preparing an Affiliation Agreement from a Template
- B. Preparing an Affiliation Agreement from Scratch
When None of the Templates are Appropriate
- C. Incorporating Affiliators' Forms, Releases and
Other Items into Affiliation Agreements

A. Preparing an Affiliation Agreement from a Template

In most instances, the university will be able to use the form agreements found in the appendices of this handbook, with tailoring to fit the specific educational need in question. If the template is used with no alterations (except the necessary insertions required in each of the samples or modifications of health status requirements), the agreement need not be submitted to university legal counsel. However, **ANY OTHER MODIFICATIONS TO THE TEMPLATE WILL REQUIRE LEGAL REVIEW AND SIGNATURE.**

The **date** that is filled in on the blank of the first paragraph must be prior to the date that services are to begin. Otherwise, university legal counsel will reject the contract. Understand that this is not the effective date but the **signature date**. The signature date notes when the parties executed the contract. The effective date is when the obligations under the contract are to begin. **The effective date** will be stamped on the agreement by university legal counsel upon approval if review is required. If no review is required, the effective date will be that date on which the last person executes the agreement.

The **printed name and printed title** of every person who signs any agreement should be placed underneath the signature. Some preprinted exhibits, attachments or contractor's submissions for inclusion in the agreement, may have redundant signature lines on them. These lines are not required if the agreement is signed and all attachments are referenced within the agreement. Therefore, these additional signature lines should be deleted or marked N/A to avoid confusion. Efforts should be made to ensure that any individual who signs on behalf of an affiliated entity has the authority to do so.

The president of the university or the president's designee must sign the agreement. **Faculty, department chairpersons or directors should not sign affiliation agreements. Only administrative individuals of the rank of dean or higher should legally bind the university to a contractual relationship.** Each University President must forward to the Chief Counsel the

names of those individuals who will be designated as having signatory authority for affiliation agreements.

COMMON ERRORS IN AGREEMENT PREPARATION TO AVOID:

- ✓ NO AGREEMENT MAY BE MODIFIED OR RENEWED AFTER ITS EXPIRATION DATE. PLEASE SET UP AN INTERNAL MECHANISM TO MONITOR AGREEMENT EXPIRATION DATES. ONCE AN AGREEMENT HAS EXPIRED, IF A RELATIONSHIP CONTINUES, IT IS UNAUTHORIZED AND INDIVIDUALS COULD BE HELD PERSONALLY LIABLE.
- ✓ ATTACH THE ORIGINAL AGREEMENT WHEN A RENEWAL IS SUBMITTED FOR REVIEW.
- ✓ NO AGREEMENT, INCLUDING RENEWALS, MAY EXCEED FIVE (5) YEARS WITHOUT THE WRITTEN APPROVAL OF THE CHIEF COUNSEL.
- ✓ ALL TERMS NOT ACCEPTABLE TO THE UNIVERSITY IN AN ENTITY'S AGREEMENT MUST BE STRICKEN AND INITIALED. READ THE FINE PRINT OF ALL TERMS PROVIDED BY THE AFFILIATED ENTITY OFFERED FOR THE UNIVERSITY'S USE. COMMON UNACCEPTABLE LANGUAGE IS CONTAINED IN SECTION III OF THIS HANDBOOK.
- ✓ A BROAD X OVER INAPPLICABLE LANGUAGE MAY CREATE QUESTIONS AS TO WHAT IS EXCLUDED IN AN AGREEMENT. DRAW LINES THROUGH EACH AND EVERY INAPPLICABLE SENTENCE AND HAVE ALL PARTIES INITIAL THE MODIFICATION. INITIALING ALSO APPLIES TO ADDITIONS, EVEN IF THERE WERE NO MODIFICATIONS.
- ✓ CLEARLY MARK, IDENTIFY AND INCORPORATE ADDITIONAL PROVISIONS, EXHIBITS OR ATTACHMENTS, INCLUDING A REFERENCE TO THE TOTAL NUMBER OF PAGES WITHIN THE AFFILIATION AGREEMENT.
- ✓ ENSURE THAT CONTRACT ATTACHMENTS ARE NOT MISNUMBERED AND/OR MISMARKED.
- ✓ ALL CHANGES, WHETHER WRITTEN, WHITED-OUT, DELETED OR ADDED BY A SEPARATE PIECE OF PAPER MUST BE INITIALED BY ALL PARTIES.
- ✓ AGREEMENTS MUST BE COMPLETELY EXECUTED BY ALL PARTIES AT THE UNIVERSITY LEVEL PRIOR TO FORWARDING TO UNIVERSITY LEGAL COUNSEL. WHEN COUNSEL SIGNS THE CONTRACT, HE/SHE IS ATTESTING TO ITS LEGAL ACCURACY, NOT AS A PARTY TO THE AGREEMENT. THEREFORE, COUNSEL MUST BE THE LAST PERSON TO SIGN THE CONTRACT IF REVIEW IS REQUIRED.
- ✓ AT NO TIME MAY AN AGREEMENT BE MODIFIED WITHOUT THE EXPRESSED CONSENT OF BOTH PARTIES. MISSING PAPERWORK, THAT IS SUBSEQUENTLY ADDED, SHOULD BE APPROVED BY THE AFFILIATED ENTITY. ADDING TERMS AND CONDITIONS TO AN AGREEMENT AFTER IT IS SIGNED WITHOUT CONFERRING WITH ALL PARTIES IS AKIN TO FRAUD.

WARNING:

ONLY THE PRESIDENT OF THE UNIVERSITY MAY SIGN AN AGREEMENT AND ANY OTHER PARTY SPECIFICALLY DELEGATED BY THE PRESIDENT IN WRITING TO THE CHIEF COUNSEL. NO PERSON SHOULD SIGN AN AGREEMENT ON BEHALF OF THE UNIVERSITY UNLESS THEY ARE SPECIFICALLY DELEGATED TO DO SO. A PERSON WITHOUT DELEGATION WHO SIGNS AN AGREEMENT WILL BE ACTING OUTSIDE THE SCOPE OF HIS OR HER EMPLOYMENT AND WILL BE HELD PERSONALLY LIABLE FOR OBLIGATIONS CREATED BY THE INAPPROPRIATE SIGNING OF THE AGREEMENT.

B. Preparing an Affiliation Agreement from Scratch When None of the Templates are Appropriate

There are many types of agreements for which the forms included in the Appendix of this handbook may not be appropriate or are not readily adaptable. When you encounter this type of situation, an original agreement must be drafted. If you are having any problems, **do not hesitate to contact university legal counsel for guidance**. In that you are not using a pre-approved template, university legal counsel must sign the agreement, thus approving it as to form and legality.

In drafting any agreement, there are essential elements that are to be contained in all agreements:

1. *Identification of the Parties.* The agreement must clearly and accurately identify the parties (*i.e.*, corporation, fictitious name, individual). This is accomplished by stating at the outset of the contract as follows:

This Agreement, dated this ____ day of _____, 20____, is made by and between _____ University of Pennsylvania of the State System of Higher Education, hereinafter called "_____ University" and Acme Corporation, _____ (insert the form of the entity i.e., partnership, sole proprietorship, corporation, etc.) _____(Address), hereinafter called "_____" (insert hospital, health agency, site, clinic, school district, etc.)

2. *Signature Date.* The signature date of the Agreement should be completed in its entirety before sending to university legal counsel. The last person who signs the agreement before forwarding to university legal counsel should insert the date. This only reflects the date of a fully executed contract. The

contract is not effective until signed and date stamped by university legal counsel.

3. *Performance Dates.* The dates on which performance is to commence and be completed are essential and should be specifically addressed. **NO AGREEMENT SHOULD COMMENCE ACTIVITY BEFORE THE EFFECTIVE DATE AS STAMPED BY THE OFFICE OF UNIVERSITY LEGAL COUNSEL. IF ACTIVITY BEGINS BEFORE THAT DATE, THE PARTIES ARE OPERATING WITHOUT THE BENEFIT OF AN AGREEMENT AND UNIVERSITY OFFICIALS WILL BE HELD PERSONALLY RESPONSIBLE, INCLUDING FINANCIALLY LIABLE FOR ANY SUITS THAT MAY ARISE DURING THIS INTERIM PERIOD.**

4. *Duties and Responsibilities.* The respective duties and responsibilities for both the university and the affiliated entity should be clearly delineated so that there is no confusion as to how the relationship will work to the benefit of the students.

5. *Mandatory Language.* The agreement must include all of the mandatory language for State System of Higher Education Affiliation Agreements and Commonwealth contracts, as discussed in Section III of this handbook.

6. *Signatures.* The parties, with title identification, must sign the agreement. A signature line must be created for university legal counsel. Above that signature line the words "Approved as to Form and Legality" should appear.

7. *Attachments.* If any tables, descriptions, drawings, pictures, documents, releases, etc., are to be attached to the agreement, include a paragraph which identifies the documents within the agreement and incorporate them into the agreement by reference. Clearly mark all attachments to the agreement.

C. **Incorporating Affiliators' Forms, Releases and Other Items into Affiliation Agreements**

All attachments that are intended to be a part of the university's agreement with the affiliated entity must be incorporated and referenced into the affiliation agreement and stapled to the agreement. It is a very common situation for an affiliated entity to have standard forms (*i.e.*, a standardized confidentiality agreement) that it wants the university to sign. Under these circumstances, the documents in question must be "incorporated and referenced" into the affiliation agreement.

In order to incorporate an attachment and reference it into an affiliation agreement, the following standard provision should be used:

The following terms and conditions are attached hereto, incorporated herein and made a part of this Agreement: Attachment _____ consisting of _____ pages.

Because the affiliation agreement is the “entire agreement” between the parties, a court could rule that any unreferenced and/or unattached terms are not part of the university’s agreement with the affiliated entity. This could subject the university to liability or make the agreement unenforceable.

Consistency between the university’s agreement and the forms provided for incorporation by the affiliated entity is critical. It is the responsibility of the person preparing the agreement and/or the person who signs the agreement to review the entity’s insertions or attachments carefully to make sure that the language in any and all attachments is 100% consistent with the terms and conditions contained within the agreement, and is not in opposition to any of the requirements of this handbook. Any inconsistencies must be rectified or university legal counsel will reject the contract. Modification of the contract can be accomplished as outlined in Section VI of this handbook. A standard template with additional language attached to the template will require legal review.

SECTION VI

SPECIAL RULES ON HOW TO MODIFY OR AMEND AN AGREEMENT AFTER THE DOCUMENTS HAVE BEEN SIGNED

- A. Errors or Other Changes in Terms
- B. Additional Language
- C. Emergency Changes
- D. Amendments to the Agreement

A. Errors or Other Changes in Terms

Sometimes after sending an agreement to the affiliated entity for signature, it becomes apparent that there is a mistake in the agreement or that a change is needed. It is necessary to correct the documentation in a legally appropriate manner by re-executing the agreement, or amending the inappropriate portions. Any strikeouts, additions or changes must be **initialed by all of the signatories** at the location of the change within the agreement.

To make any changes in the content of the agreement, after the affiliated entity has already signed it, the agreement must be resubmitted to the entity a second time for review and approval. This second review should also be noted in the agreement file as proof that the review of the alteration was made. Wording that is to be deleted from the agreement may be crossed out and wording that is added may be inserted. Each person who originally signed the agreement must initial every amendment or deletion, whichever is applicable.

B. Additional Language

The addition of any pages to an agreement should be noted and properly initialed on one of the original pages of the contract. This is best accomplished by referencing, identifying and incorporating the additional pages in the affiliation agreement.

C. Emergency Changes

The following procedure applies to emergency changes to an agreement after it has been signed by the affiliated entity, but before approval by university legal counsel. The following procedure is not intended to apply to any renewals handled by letter. This procedure also does not apply to amendments of an agreement that has already been approved. This procedure **only** applies when there is not enough time to return a contract to

the contractor for additions or deletions. Rules governing amendments are in Subsection D below.

In emergencies, with written approval of university legal counsel, the affliator and the university can agree to modifications in a letter that is signed by both parties. Either party can prepare the text of the letter. The letter itself must be on the affiliated entity's letterhead and then the letter must be "incorporated by reference" into the initial contract with wording to that effect at the end of the letter. However, this "letter technique" is to be used only as a last resort; if time allows, it is preferable to type up a clean, revised, version of the contract and re-submit it to the affiliated entity for signature.

The letter method, if used after approval by university legal counsel, should be signed by the proper person and should state:

This letter shall be attached hereto, incorporated herein and deemed a modification of the affiliation agreement between _____ (affliator's name) and _____ University of Pennsylvania made on the _____ (day) of _____ (month), _____ (year). All other provisions of the referenced agreement not affected by this letter shall remain in full force and effect.

D. Amendments to the Agreement

Sometimes changes are required in an agreement prior to its expiration. This can be for a multitude of reasons including, but not limited to, the modification of a program, increase in permissible enrollment, change of calendar, etc. These changes can and must be prepared for the protection of the university and the students participating in a program, in an amendment to the original contract

A sample amendment is provided in Appendix N of this handbook.

SECTION VII RENEWING AN AFFILIATION AGREEMENT

An affiliation agreement may be renewed only if the original agreement contains a renewal provision, and *if the renewal is accomplished before the prior agreement expires*. If a renewal is not accomplished prior to an agreement's expiration, the expiration of the agreement leaves nothing for the preparer to renew. Hence, the untimeliness of the renewal will require that the agreement process begin from scratch. Please consider monitoring those affiliation agreements with renewal provisions in a calendar review system. This will permit sufficient time for the preparation and submission of the renewal, and hopefully avoid the lapsing of an otherwise renewable agreement.

The beginning of the term of a renewal must be prior to, or the same as, the termination date of the agreement that is being renewed. Similarly, the "date made" must be prior to, or the same as, the termination date of the prior agreement. *If the term of a renewal begins prior to the termination date of the former agreement*, then the renewal is actually a "Renewal and Amendment." In that case, an explanation must be included in the agreement of why the change is being made, and the agreement must clearly explain what terms and conditions, if any, are being changed.

It is the preparer's responsibility to type on the agreement the terms "First Renewal of Original Agreement," "Second Renewal of Original Agreement," etc. For renewals, attach a copy of the original agreement when submitted to university legal counsel for review and signature if a pre-approved template is not being utilized.

A suggested renewal clause is:

"This contract may be renewed for ___ additional terms by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s)."

Renewals may contain provisions more advantageous to the university than the original contract, but any changes must be submitted for legal review. A **letter** renewal may be done only where:

1. No provision of the original contract is modified other than the termination date; and
2. The new termination date in the extension or renewal letter does not impermissibly exceed the five (5) year limit stated in this handbook, and the letter states that the extension or renewal is not binding or effective until approved by the appropriate Commonwealth attorney; and

3. The original contract, along with any amendments, prior renewals, and the renewal letter, are submitted to university legal counsel.

ALL RENEWALS AND AMENDMENTS/MODIFICATIONS MUST BE SUBMITTED TO UNIVERSITY LEGAL COUNSEL FOR REVIEW.

SECTION VIII ARTICULATION AGREEMENTS

Academic institutions, based on their respective strengths, may join together in order to offer a degree program. Such collaborative efforts can occur between two State System Universities or with a local higher education institution as well. Such arrangements for such academic ventures are referred to as "articulation agreements."

The challenges to memorializing such arrangements include academic qualifications for entry, acceptable academic standards, defined applicability of each institution's policies and procedures and other matters that are taken for granted in the day-to-day functioning of a university that now must take into consideration how another institution may handle various aspects of administering a degree program.

As in the case of any arrangement between institutions within the State System, any articulation agreement should not be in the form of a contract but a letter of agreement or understanding. A sample Articulation Agreement that can be used between two State System Universities is found in Appendix K of this handbook. However, an agreement between a State System University and another institution of higher education must be in the form of a legally binding agreement. Therefore, this arrangement should be formalized with the Agreement found in Appendix K and supplemented with the Mutual Terms and Conditions which are commonly found in Paragraph III of the sample affiliation agreements provided within this handbook.

APPENDIX A

GENERIC AFFILIATION AGREEMENT

Internship Agreement

This agreement establishes the relationship between _____ University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and [*type name of organization and address here*] (referred to as the "Organization").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this agreement, the Organization shall provide practical experience pursuant to the terms of this agreement and serve as an internship site offering facilities, resources, and supervision to students. Both parties agree to the following:

I. Duties and Responsibilities of the University

1. The University will be responsible for internships that are conducted during a regular academic semester(s) or scheduled summer term(s). The University and the Organization agree to schedule the internship hours to mutually benefit all parties involved and to conform to the scheduling formula of forty (40) hours of site contact to equal one (1) credit.
2. The University shall certify eligibility for students registering internships for academic credit. Approved students will have the appropriate educational background and skills consistent with the advertised internship and departmental requirements for participation.
3. The University determines the amount of academic credit to be earned through the internship and establishes all academic requirements that the student must meet to earn the credit. The University establishes a grading system and criteria to earn the grade upon completion of the internship.
4. The University will assign a faculty member to monitor and evaluate the student's performance during the internship. The University will assume all costs associated with faculty supervision of the intern.
5. The University, at the beginning of the internship term, will provide the Organization with all evaluation materials and the expected timeline for submission.
6. The University agrees to advise students of any known policies, procedures, and requirements of the internship as specified by the Organization.

7. The University, at the beginning of the internship term, will inform the Organization of course requirements such as the intern's attendance at meetings/seminars or activities that may take the intern away from the assignment.
8. The University may request termination of the internship placement for any student not complying with University guidelines and procedures for the internship program, as long as the Organization has been notified in advance.
9. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an internship job description that outlines the duties and responsibilities of the intern. The University will use this document to determine the suitability of the internship for academic credit. Should changes to the job description be necessary after the internship is approved, the Organization agrees to notify the University of such changes.
2. The Organization agrees to notify the University of all selection criteria and any requirements of the selection process, including but not limited to, background investigations, drug testing, health screenings, etc.
3. The Organization selects interns based on the Organization's needs and preferences.
4. The Organization determines the schedule that the intern will maintain on premises. The total scheduled hours will comply with standards established by the University for the award of credit hours: forty (40) hours of site contact equals one credit. The minimum internship is one hundred twenty (120) hours for a semester or summer term.
5. At the beginning of the internship, the Organization determines the amount of compensation, if any, received by the intern. The Organization will inform the University if interns will receive an hourly wage, stipend or if they will serve in a non-paid capacity.
6. The Organization agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Organization will also provide orientation, training, supervision and evaluation of the intern.

7. The Organization shall provide all reasonable information requested by the University on a student's internship performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Organization.
8. The Organization agrees to make every possible accommodation to the University's request for a faculty site visit during the internship. The Organization also agrees to allow the intern to attend University-required internship meetings/seminars during the internship.
9. Should the Organization become dissatisfied with the performance of a student, the Organization may request removal of the student. This should occur only after the University has been notified in advance and a satisfactory resolution cannot be obtained.

III. Mutual Terms and Conditions

1. This Agreement will last for five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with ninety (90) days notice. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student intern(s) will have the opportunity to complete their internship. In the event of a substantial breach, either party may terminate this agreement.
2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

6. This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

_____University of Pennsylvania

type name of agency/organization here

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

EFFECTIVE DATE OF AGREEMENT: (date of last signature)_____

APPENDIX B SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE AT AN AUDIOLOGY/SPEECH PATHOLOGY CLINICAL SITE

THIS AGREEMENT, is made this _____ day of _____, 20__, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and _____ (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of _____; (*i.e.*, Master of Science in Audiology, Master of Science in Speech Pathology); and

WHEREAS, the University is an educational institution that provides a degree in the area of _____; (*i.e.*, speech pathology, audiology, etc.); and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

- c. *Submission of Candidates.* The University shall submit the names of the students to a designated representative of the Site at least ____ weeks prior to the clinical assignment.
- d. *Policies of Clinic.* The University will review with each student, prior to the clinical assignment, any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Site will provide the University all the applicable information at least ____ weeks in advance of the clinical rotation.
- e. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site, and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- f. *Health Status.* The University will require its students, who are participating in the clinical experience, to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations, and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- g. *Scheduling of Site.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Site.
- h. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public University and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE CLINIC

- a. *Student Participation at Site.* The Site agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. *Patient Care/Administration.* The Site will have sole authority and control over all aspects of patient services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.
- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Supervision of Students.* The Site shall provide clinical site supervisors who will monitor student activities during clinical visits.
- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in clinical assignments. If additional clinical education programs exist with other institutions, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- i. *Rules and Policies.* The Site will provide the University, at least two weeks in advance of the first clinical rotation, all relevant rules, regulations and policies of the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.

- j. *Facilities.* Available space at the Site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- k. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

Site Name (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX C SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE WITH A NURSING HEALTH AGENCY

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth _____ of _____ Pennsylvania _____ and _____ (hereinafter "Health Agency").

BACKGROUND

WHEREAS, Health Agency is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Bachelor of Science in Nursing Program and/or Master of Science in Nursing Program; and

WHEREAS, the University is an educational institution that provides a degree in the area of nursing; and

WHEREAS, the University is desirous of providing an educational experience for rotation and implementation of the students' clinical experience; and

WHEREAS, the Health Agency is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels. The parties will mutually agree upon the number of students selected for each clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.

- d. *Submission of Candidates.* The University shall submit the names of the students to a designated representative of the Health Agency at least ____ weeks prior to the clinical assignment.
- e. *Policies of Health Agency.* The University will review with each student prior to the clinical assignment any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Health Agency will provide the University all the applicable information at least ____ weeks in advance of the clinical rotation.
- f. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Health Agency, and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- g. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Health Agency and/or state regulatory agencies, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- h. *Scheduling of Clinical.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Health Agency.
- i. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Health Agency understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE HEALTH AGENCY

- a. *Student Participation in Clinical Experiences.* The Health Agency agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Health Agency agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Health Agency and the University.
- b. *Patient Care/Administration.* The Health Agency will have the sole authority and control over all aspects of patient services. The Health Agency will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Health Agency shall have the authority to immediately remove a student who fails to comply with the Health Agency's policies and procedures. If such a removal occurs, the Health Agency should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Health Agency may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Health Agency assumes no responsibility, financial or otherwise, beyond the initial first aid.
- e. *Designation of Representative.* The Health Agency shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Changes in Available Space.* The Health Agency will, as soon as practical, advise the University of any changes in clinical space that can be used for clinical assignments. If additional clinical education programs exist with other institutions, the Health Agency shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- g. *Rule and Policies.* The Health Agency will provide the University, at least two weeks in advance of the first clinical rotation, all relevant rules, regulations, and policies of the Health Agency. The Health Agency, when necessary, shall have the responsibility of updating this information as necessary.
- h. *Facilities.* Available space at the Site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- i. *Patient Care Responsibility/Staffing.* The Health Agency recognizes the valuable function that giving direct service can provide to nursing students. The overall

- responsibility for the care that is to be given to patients/clients remains the responsibility of the Health Agency in general and specifically the staff nurse who has been delegated this responsibility from the Director of Nursing. The Health Agency maintains the policy whereby staffing levels on the units should not be based on the availability of students to provide care, but rather based on patient/client needs since the agency does have the ultimate responsibility for the provision of these services.
- j. *Orientation.* The Health Agency personnel will provide orientation for students and faculty, give reports and assist students and faculty in providing optimum care for the patients/clients. The faculty and students will fully cooperate with the Health Agency personnel in providing optimum care for the patient.
 - k. *Reporting of Student Progress.* The Health Agency shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Health Agency.
 - l. *Student Records.* The Health Agency shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* The University or the Health Agency may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Health Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

Health Agency Name (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX D SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE WITH A NURSING PRIVATE PRACTITIONER

THIS AGREEMENT, is made this _____ day of _____, 20___, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the individual practitioner, _____ (hereinafter "Practitioner"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Practitioner.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Submission of Candidates.* The University shall submit the names of the students to the Practitioner at least ____ weeks prior to the clinical assignment.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the Practitioner and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the University and the Practitioner.
- f. *CPR Certification.* All practicum students must have a current CPR certification, which must remain current during the student's participation in this program.
- g. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00

per occurrence. This policy must remain in full force and effect for the duration of the practicum assignment.

The Practitioner understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public University and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF PRACTITIONER

- a. *Establishment of Practicum.* Practitioner authorizes the use of his/her practice facilities as may be agreed upon by the Practitioner and the University as an undergraduate/graduate practicum center. This practicum is for undergraduate nursing students preparing for a professional practice or graduate nursing students preparing for a professional advanced practice at the University.
- b. *Policies of Practitioner.* The University will review with each student, prior to the practicum assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The Practitioner will provide the University all the applicable information at least ____ weeks in advance of the student's participation.
- c. *Patient Care/Administration.* The Practitioner will have the sole authority and control over all aspects of patient services. The Practitioner will be responsible for and retain control over the organization, operation and financing of its services.
- d. *Removal of Noncompliant Student.* The Practitioner shall have the authority to immediately remove a student who fails to comply with office policies and procedures. If such a removal occurs, the Practitioner should immediately contact the responsible University Faculty Advisor.
- e. *Emergency Medical Care of Students.* The Practitioner may provide to the Student, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Practitioner assumes no responsibility, financial or otherwise, beyond the initial first aid.
- f. *Supervision of Students.* The Practitioner is responsible for on-site supervision.
- g. *Reporting of Student Progress.* The Practitioner shall provide all reasonable information requested by the University on a student's work performance. If

there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Practitioner.

- h. *Student Records.* The Practitioner shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. **MUTUAL TERMS AND CONDITIONS**

- a. *Number of Participating Students.* The parties agree that no more than one student shall be assigned to this practicum except by written mutual consent of the parties.
- b. *Term of Agreement.* The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- c. *Termination of Agreement.* The University or the Practitioner may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Practitioner terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This

provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

Practitioner Name (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX E SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE OF A MEDICAL TECHNOLOGY/CLINICAL LABORATORY SITE

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth _____ of _____ Pennsylvania _____ and _____ (hereinafter "Site").

For the purpose of this Agreement, "Site," shall be defined as any one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Health Care Agency.

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the baccalaureate program in Medical Technology (Clinical Laboratory Science); and

WHEREAS, _____ University of Pennsylvania is an educational institution that provides a degree in the area of medical technology; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Education of Students.* The University shall provide the educational prerequisites for admission to accredited medical technology/clinical laboratory programs as established by the National Accrediting Agency for Clinical Laboratory Science.
- b. *Evaluation of Students.* The University will grant a minimum of _____ semester hours credit for successful completion of each segment of the clinical program. Grades given by the Site will be converted to the University system and will be calculated as part of the student's quality point average. The grading system for the clinical year should be the same as described in the current catalog of the

University. The course grades and credits will be recorded on the official University transcript.

- c. *Policies of Site.* The University will review with each student, prior to the clinical assignment, any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Site will provide the University all the applicable information at least ____ weeks in advance of the clinical rotation.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site, and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- e. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- f. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE CLINIC

- a. *Selection of Students.* To be eligible for the Site, students shall have completed three (3) years of the University degree program in Medical Technology, have a minimum of ____ semester hours, and have a grade point average of approximately ____ overall and of approximately ____ in biology and chemistry courses taken.

- b. *Patient Care/Administration.* The Site will have sole authority and control over all aspects of patient services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.
- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Supervision of Students.* The Site shall provide clinical site supervisors who will monitor student activities during clinical visits.
- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in clinical assignments. If additional clinical education programs exist with other institutions, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- i. *Rules and Policies.* The Site will provide the University, at least two (2) weeks in advance of the first clinical rotation, all relevant rules, regulations and policies of the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- j. *Facilities.* Available space at the site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- k. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be _____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

Site Name (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX F SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT WITH A SCHOOL DISTRICT FOR STUDENT TEACHING

***THIS AGREEMENT CAN BE USED ALSO FOR A NON-STUDENT TEACHING PRACTICUM/OBSERVATION EXPERIENCE PROVIDED THAT PARAGRAPH II(j) IN REGARDS TO COMPENSATION IS OMITTED.

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school district, _____ (hereinafter "School District"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least ____ weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District, and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School District or Agency.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's _____ (insert degree and program). This practicum/student teaching is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least _____ weeks in advance of the Student's participation.
- c. *Administration.* The School District will have the sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).

- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a school district for a minimum of one (1) year.
- j. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be ____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

School/School District (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX G SAMPLE AFFILIATION AGREEMENT

This Agreement may be used for a School District or Private School

AFFILIATION AGREEMENT WITH A SCHOOL DISTRICT - SCHOOL NURSE

THIS AGREEMENT, is made this _____ day of _____, 20___, by and between _____ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school/school district, _____ (hereinafter "School District").

WHEREAS, the School/School District is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Bachelor of Science in Nursing Program and/or Master of Science in Nursing program; and

WHEREAS, the University is an educational institution that provides a degree in the area of nursing; and

WHEREAS, the University is desirous of providing a school health clinical experience; and

WHEREAS, the School/School District is desirous of establishing a relationship with the University whereby the University students may receive school health clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, the parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels. The parties will mutually agree upon the number of students selected for each school health clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, faculty appointments and graduation.

- c. *Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.
- d. *Submission of Candidates.* The University shall submit the names of the students to the School District to a designated representative of the School/School District at least ____ weeks prior to the clinical assignment.
- e. *Policies of School/School District.* The University will be responsible for advising students of their responsibilities under this Agreement. The students shall be advised of their obligations to abide by the policies and procedures of the School/School District and should any student fail to abide by any policy/procedure, he or she may be expelled from the program.
- f. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the School/School District and/or state regulatory agencies, including but not limited to, physical examinations and other vaccinations as required by the regulatory agency. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinical experience involved, the student will be in compliance as a condition of participation.
- g. *Scheduling of Clinical.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the School/School District.
- h. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The School/School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Student Participation in Clinical Experience.* The School/School District agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The School/School District agrees that the students selected for the program will be permitted to participate at dates and times mutually agreed upon between the School/School District and the University.
- b. *Student Health/Administration.* The School/School District will have the sole authority and control over all aspects of student health services. The School/School District will be responsible for and retain control over the organization, operation and administering of its services.
- c. *Policies of School District.* The University will review with each student, prior to the clinical assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The School/School District will provide the University all the applicable information at least ____ weeks in advance of the Student's participation.
- d. *Removal of Noncompliant Student.* The School/School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School/School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School/School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s).
- f. *Orientation.* The School/School District will provide orientation for students and faculty, give reports and assist students and faculty in providing optimum school health care for student clients. The faculty and students will fully cooperate with the School/School District personnel in providing optimum school health care.
- g. *Reporting of Student Progress.* The School/School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School/School District.
- h. *Student Records.* The School/School District shall protect the confidentiality of University student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be ____ years from the date of execution. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* The University or the School/School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School/School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

University of Pennsylvania

School/School District (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

APPENDIX H SAMPLE HIPAA LETTER

RE: Business Associate Agreement

Dear:

The _____ University of Pennsylvania recently received a proposed Business Associate Agreement from your office. _____ University appreciates the opportunity for its students to perform clinical internships at _____ ("covered entity") pursuant to an Affiliation Agreement. The Affiliation Agreement has always included a confidentiality provision as well as a provision in which the University acknowledges that it will inform its students of their responsibility to comply with the law as well as the policies and procedures of the covered entity.

_____ University is familiar with HIPAA regulations. The Office of Civil Rights Guidance on the HIPAA Privacy Rule provides useful interpretation stating, "a member of the covered entity's workforce is not a business associate." The University students will be functioning as part of the covered entity's workforce, regardless of whether classified as an employee for workers' compensation purposes, and will be subject to the entity's HIPAA policies and procedures. A business associate relationship is not created between the covered entity and University because the covered entity will neither look to the University for business associate support services nor exchange PHI with the University, and the students are not University employees. Therefore, _____ the University will not enter into business associate agreements with covered entities for which we have instructional agreements.

_____ University looks forward to continuing its relationship with _____ pursuant to the terms and conditions of the Affiliation Agreement.

Please contact us if you have any questions.

APPENDIX I SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE WITH A FOREIGN STUDY PROGRAM

WITNESSETH

WHEREAS, cordial relations exist between the United States of America and France;
and

WHEREAS, both _____ University of Pennsylvania (hereinafter "_____
University") and The University Of _____(hereinafter
"_____") desire to establish certain exchange programs to benefit the respective
educational institutions and to promote the development of joint studies, research and
training activities, and other educational programs of mutual interest.

NOW THEREFORE, each intending to be legally bound, relying on the respective
representation of each party, for good and valuable consideration, both entities hereby
agree to the following academic affiliation:

ARTICLE I

Both contracting parties agree to cooperate in the exchange of students within the
framework of their respective university degrees. The number of students to be exchanged
shall be determined annually by a written memorandum of understanding and will be based
on the principle of reciprocity.

The duration of the study abroad period will either be for one (1) semester or one (1) year
and will be predetermined prior to the student leaving for matriculation at the host
institution. The courses taught and the eventual test taken at the host institution will be
taken into consideration by the home institution in the awarding of the participating
exchange student's degree.

The two contracting institutions will strive to promote teacher exchanges but prior to such an
occurrence will enter into a written agreement as to the terms and conditions of such an
exchange.

Each campus will provide to each other current catalogs, informational brochures and other
appropriate materials to help promote the exchange program and to assist in the advising of
students.

ARTICLE II

The _____ University of _____ agrees to receive students from _____ University each year to enroll them in the _____ Program (in the 1st, 2nd, 3rd year courses of the " _____ " program, or other specific courses) as well as the _____ at the University of _____.

_____ University students attend the _____ under one of two tracks – (1) College of Business Program and (2) French Immersion Track. The contact for Track (1) will be the College of Business and for Track (2) will be the LANGUAGES and CULTURES DEPARTMENT. Students in Track (1) will be supervised by the Director of the Languages and Cultures Department French Exchange Programs.

Track (2) will provide the possibility of an internship for _____ University students attending _____.

All incoming _____ will be supervised by the Coordinator of the COLLEGE OF BUSINESS INTERNATIONAL EXCHANGE PROGRAMS.

The period of instruction will conform to the regular calendar of the host institution. Both universities will keep each other advised of any changes in their respective calendars.

ARTICLE III

_____ students going to _____ University can enroll in courses of an equivalent level offered at _____ University.

ARTICLE IV

Students participating in the exchange program will be enrolled as normal students in the host institution.

Exchange students attending _____ and _____ University shall be selected by the respective universities if not applying to a degree program.

_____ students applying to the MBA program will forward all necessary documents (TOEFL, GMAT, Official French Transcripts, Letter of Financial Support, Recommendation letter and all other graduate school documents) to _____ University at least sixty (60) days prior to the commencement of the matriculation experience. _____ students applying to the MBA program shall have at least completed two (2) and one-half (1/2) years of studies at _____. _____ students accepted to the MBA program shall transfer two (2) appropriate courses from _____ toward the MBA degree at _____ University. After the completion of the MBA requirements, the MBA degree will be awarded to _____ students pending the receipt of the final semester official transcripts to _____.

The exchange pays tuition at the home institution and consequently does not have to pay tuition at the host institution. All fees will be waived for the _____ students attending _____ University. _____ University students attending _____ will be responsible for room, board and proof of insurance. ICN students will be responsible for health fee, proof of insurance, room and board. Similar fees will be waived for the - _____ University students attending _____.

Both universities agree to guarantee availability of university dormitory/residence hall rooms for exchange students. Exchange students will be responsible to the host institution for all fees related to the room and board. Host institutions will reserve the right of withholding the transcript of students who default on these payments.

To assist each institution in the determination of course equivalencies, each campus will provide to the other course syllabi and the curriculum vitae, or similar documentation of instructors teaching courses within the programs/classes/courses taken by students under this agreement.

ARTICLE V

Exchange students must provide host institutions with the following information at least thirty (30) days prior to arrival:

1. Name
2. Home address and telephone number
3. Names and addresses of both parents or guardian
4. School address and telephone number
5. Arrival date/time/flight
6. Departure date/time/flight
7. Method of travel if not arriving by plane
8. Date and place of birth
9. Citizenship
10. Date graduated from high school
11. Anticipated date of college graduation
12. Year in college
13. Any known medical issues for which student is receiving ongoing treatment or has a history of.
14. Any known allergies
15. Proof of health insurance
16. Medication student takes on a regular basis
17. Written consent from the student to release information from his/her file to host institution. Such consent can be as noted below:

I, _____ (student), hereby give consent to _____ University to release the above information and any and all records it may have in its possession to _____ (host institution) if such records are requested and required in order to prove my qualifications to enter into the _____ program or for other valid educational purposes. I realize that such records may include and not be limited to academic, health and disciplinary records, as well as my social security number for identification/security purposes. This release will expire at the end of the spring semester of the academic year in which it is signed or after the end of my student exchange with the affiliated entity, whichever is later.

Each university shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA/Buckley Amendment) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

ARTICLE VI

It will be the responsibility of the host institution to set up the room/board for each student and to confirm these arrangements with the respective administrator at the student's home at least sixty (60) days prior to the student's matriculation period. Students will be expected to work out their medical/health care arrangements prior to leaving their home country.

Students are fully responsible for their transportation costs and all incidental expenses in the host country.

ARTICLE VII

All student participants maintain full status at their respective home institution but will be simultaneously regarded as full-time students of the host institution and will be subject to the rules and regulations of the host institution including compliance with all laws of the host country. In the case of suspension from the host institution, as a result of a disciplinary or academic action, the individual concerned will immediately become bound by the action of the host institution and may face additional hearing/proceedings/ramifications at the home institution as well.

ARTICLE VIII

Each institution agrees to provide a staff or faculty member to function as program advisor to assist participants with matters pertaining to academic scheduling, as well as personal matters relating to orientation and cultural adaptation. An advisor will function as the exchange participant's primary university contact person once the exchange has begun and will be responsible for writing an evaluation to be made of the student's work at the end of the exchange period.

In accordance with enrollment regulations prevailing at the respective host institution, each university assures that the exchange students will have access to courses, libraries, study tools and facilities, as well as all services and leisure activities normally offered to students.

Coordinators at the host institutions shall provide orientation upon arrival.

At the end of the matriculation period, and within four (4) weeks from the end of a given semester or academic term, the host institution shall provide to the home institution a certified copy of the student's transcript.

ARTICLE IX

Health insurance and, if necessary, accident coverage must be procured at least ten (10) days prior to leaving the home country.

APPENDIX X

The term of this Agreement shall be ____ years from the date of final approval by University Legal Counsel for _____ University. This Agreement may not exceed a period of five (5) years.

Either party may terminate this Agreement for any reason with three (3) month's notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the agreement terminate prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

This Agreement shall only be modified in writing with the same formality as the original Agreement.

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any

provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Dr. _____
President
_____ University of Pennsylvania
Date: _____

INSERT NAME
President
University of _____
Date: _____

APPENDIX J SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT WITH FOREIGN PLACEMENT SERVICES NATIONAL STUDENT EXCHANGE

THIS AGREEMENT and release is made and entered into between _____ University of Pennsylvania (hereafter referred to as the "University") and _____ (hereafter referred to as "Student") for participation in the National Student Exchange (hereafter referred to as "NSE").

WHEREAS, the University desires to provide educational exchange opportunities for its students, including studying at one of NSE's member colleges or universities, as well as linkages to the international programs or other off-campus study opportunities offered by the NSE member institutions; and

WHEREAS, the Student desires to participate in NSE and its linkages under the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration hereof the parties agree as follows:

I. STUDENT'S OBLIGATIONS

- a. *Release of information.* The collection, retention, and dissemination of your records and information about you are subject to federal regulations under the *Family Educational Rights and Privacy Act* of 1974. This means that you are responsible for specifying the person or agents who may have access to your records. It is, therefore, necessary to obtain your permission to collect and release information appropriate to your application and participation in the exchange, *e.g.*, letters of recommendation, transcripts, conduct, fiscal and medical and/or counseling files that have a bearing on your application for exchange, as well as your continuing eligibility for exchange while at the host institution. Student further agrees that University and host institution may disclose to one another information which describes the financial, academic, health, and disciplinary status of the student.

Student agrees that above-mentioned information may be released: a) as part of the review and approval of the application for exchange, b) for the purpose of placement on NSE, c) to the host institution, d) by the host institution to the home institution during the period of exchange and e) by either institution to medical personnel in case of a medical emergency.

- b. *Release for Off-Campus Study Through NSE.* Student understands that the University and NSE assist students in making arrangements to exchange to the host institution and/or link to international programs and off-campus study opportunities of the host institution only as a service to their students. The University and NSE do not make any warranties of any kind, expressed or implied, regarding NSE program participation, including perceived quality of the experience or services rendered. The University and NSE assume no responsibility and disclaim any liability for any damages or injuries suffered by Student by reason of negligent or wrongful acts or failures to act of any person or institution with whom the University and NSE may make arrangement for the promotion, facilitation, and/or operation of the exchange.

Student agrees that NSE, the University, and the State System of Higher Education, their employees, representatives and agents shall be indemnified and held harmless from any action by student, student's parents, spouse and child (if any), heirs, assigns and administrators as a result of his/her participation in the foreign program.

- c. *Voluntary Participation.* Student understands that participation in NSE is voluntary and is not required by the University.
- d. *Academic Progress.* Student understands that course prerequisites and program requirements at the host institution must be met. Student further understands that course registration at the host institution is based on availability of offerings and cannot be guaranteed.
- e. *Tuition Fees and Room/Meals.* student shall pay the tuition/fees and room/meals of the University and the host institution in a timely manner.
- f. *Indebtedness.* Student understands that failure to make full payment of all required fees or to resolve other debts to the University or host institution (*e.g.*, unreturned equipment, overdue short-term or emergency loans, lost library books, residence hall or meal plan payments, or any other financial obligations required by the host institution or University) may result in the cancellation of registration for the following semester, denial of registration until payment is made, and/or disenrollment at the host institution or the University. Student further understands that all financial obligations to the host institution or the University must be fulfilled prior to receiving transcripts from the host institution or transcript or a diploma from the University.
- g. *Health Insurance.* Student shall obtain and maintain health insurance which is satisfactory to the University and/or the host institution and provide, at a minimum, coverage for the time period of exchange.

- h. *Medical Matters.* Student shall obtain immunizations required by the University and/or host institution as well as comply with any other medical matters relating to Student's participating in NSE.
- i. *Medical Treatment.* If during his/her participation in NSE, Student becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from Student's family, Student agrees that medical treatment may be performed when, in the opinion of competent medical personnel the health or welfare of Student will be adversely affected by any delay. In such event, Student authorizes the University or the host institution's NSE coordinator or designated representative to grant permission for the necessary medical treatment of Student.

Student shall indemnify and hold harmless NSE, the University and the State System of Higher Education, their employees, representatives and agents from any emergency decisions made in regards to treatment on the Student's behalf when advance consent cannot be obtained. In all circumstances, the Student shall be responsible for all costs associated with the medical treatment and shall indemnify and hold harmless NSE, the University and the State System of Higher Education from such costs.

- j. *Health and Safety.* Student understands that the University, NSE, and the host institution cannot guarantee his/her health and safety while participating in NSE. Student is responsible for acting prudently and exercising caution and common sense at all times.

Before and during the planned stay, it is the Student's responsibility to maintain contact with the local American Embassy for any and all bulletins pertinent to the health, safety or welfare of Americans who are visiting or living abroad and to act prudently based on any such bulletins.

- k. *Transportation.* Student understands that he/she is participating in a program which requires some form of transportation from the University and/or own home to the host institution. Student agrees that the University, NSE, the State System of Higher Education and the host institution are not responsible for any personal injury, death, and/or loss or damage to property suffered by Student or any third party during periods of travel associated with, and independent of the exchange program. The Student shall indemnify and hold harmless NSE, the University and the State System of Higher Education, their employees, representatives and agents for any such injury, property damage or death to himself/herself or any third party.
- l. *Rules and Regulations.* Student shall abide by all applicable rules, regulations, and policies of the host institution, the laws of the host country, as well as the academic and social standards established for the NSE program of that institution. Student agrees that failure to conform may result in the termination

of exchange participation. Furthermore, Student understands that further disciplinary action may be taken by either the host institution or the University.

- m. *Transcripts.* Student assumes the responsibility of requesting that an official transcript of the host institution's work be sent to the NSE coordinator at the University and be responsible for any costs associated with this service.
- n. *Waiver.* Student forever discharges the State of Pennsylvania, the Board of Governors, the State System of Higher Education, the University, NSE, the host institution, their respective officers, employees, attorneys, representatives, insurers, agents, and assigns, each and every person, natural or corporate, from any and all demands, causes of action and/or judgments of whatsoever nature or character, past, present or future, known or unknown, whether in contact or in tort, whether for death, dismemberment, disability, physical or mental illness, financial loss, property damage, inconvenience, failure to maintain academic progress, accounts receivable, credits, refunds, or any other monies due or to become due, or other damages of any kind and nature, which have accrued, and whether arising from common law or statute, to me, my heirs, executors, legal representatives, successors, or assigns, arising out of in any way, my participation in NSE as a Student at the University.
- o. *Hold-Harmless.* Student agrees to indemnify and hold the Board of Governors, the State System of Higher Education, the University, NSE, the host institution, and their officers, agents or employees harmless for any financial liability and obligation which he/she personally incurs, and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by Student during his/her participation in NSE.

II. UNIVERSITY'S OBLIGATIONS

- a. *Document Processing.* University will facilitate Student's participation in NSE by processing the documentation necessary for enrollment at the University and NSE, and by acting as a liaison with the host institution.
- b. *Course Credit.* Upon satisfactory completion of NSE, the University will grant Student credit for courses taken at the host institution in compliance with the advising agreement completed prior to the student's departure for exchange which governs the work to be undertaken at the host institution.

III. MISCELLANEOUS PROVISIONS

- a. *Jurisdiction and Venue.* All lawsuits brought by one party hereto against the other and which are in regard to this Agreement and Release or in any way relating to Student's participation in NSE shall be filed and litigated in a court or agency of competent jurisdiction in Pennsylvania.

- b. *Choice of Law.* This *Agreement and Release* and all claim and causes of action brought by one party hereto against the other and in any way relating to Student's participation in NSE shall be governed by the laws of Pennsylvania.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Term.* The term of this Agreement shall be from _____ to _____. This agreement may not exceed a period of one (1) calendar year.
- b. *Termination.* The University may terminate this Agreement for any reason within ninety (90) days notice. Any party may terminate this Agreement in the event of substantial breach.
- c. *Discrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1973 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Modification.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- e. *Independent Contractors.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

V. SIGNATURES

Student has read this *Agreement and Release*, understands its contents, and acknowledges it is signed freely, voluntarily, and under no compulsion. Student acknowledges that he/she is at least 18 years of age and competent to execute this Agreement.

STUDENT (please print)

STUDENT signature

Date

If the student is under 18 years old, Parents or Legal Guardian must sign below:

PARENT/LEGAL GUARDIAN has read this *Agreement and Release*, understands its contents, and acknowledges that it is signed freely, voluntarily, and under no compulsion.

PARENT/LEGAL GUARDIAN (please print)

PARENT/LEGAL GUARDIAN (signature)

Date

PARENT/LEGAL GUARDIAN (please print)

PARENT/LEGAL GUARDIAN (signature)

Date

IF UNDER 18, BOTH PARENTS MUST SIGN UNLESS ONE PARENT IS DECEASED OR A PARENT HAS A COURT ORDER EVIDENCING SOLE LEGAL CUSTODY.

UNIVERSITY BY:

PRESIDENT of _____ UNIVERSITY

Date

NATIONAL STUDENT EXCHANGE
(_____ UNIVERSITY)
WAIVER OF LIABILITY AND HOLD-HARMLESS FORM

In consideration for participating in an exchange through the National Student Exchange, I hereby release, discharge, and covenant not to sue the University, the State System of Higher Education, NSE, the host institution, their respective officials, employees, attorneys, insurers, agents, and assigns (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted or in transportation to and from said premises.

To the best of my knowledge, I can fully participate in this activity. I am fully aware of the risks and hazards connected with this activity, including, but not limited to, the risks noted herein. I hereby elect to participate voluntarily in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I voluntarily assume responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any third party, or any loss or damage to property owned by me or any third party, as a result of being engaged in such activity, whether caused by the negligence of Releasees or otherwise.

I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, that may occur due to my participation in NSE, either caused by negligence of Releasees or otherwise.

It is my express intent that this *Waiver of Liability and Hold Harmless Form* shall bind the members of my family and spouse and child/ren (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this *Waiver Of Liability and Hold-Harmless Form* shall be construed in accordance with the laws of Pennsylvania.

In signing this *Waiver of Liability and Hold-Harmless Form*, I hereby acknowledge and represent that I have read the foregoing *Terms and Agreement for Participation in the National Student Exchange*, understand it and sign it voluntarily as my own free act and deed. No oral representations, statements or inducements, apart from the foregoing written form have been made. If under age 18, a parent or guardian must sign indicating his or her assumption of legal and financial responsibility for my participation in this program; and I execute this form in full, adequate and complete consideration fully intending to be legally bound by same.

STUDENT OR PARENT(S)/LEGAL GUARDIAN(S) has read this *Agreement and Release*, understands its contents, intending to be legally bound hereby and acknowledges that it is signed freely, voluntarily, and under no compulsion.

STUDENT (please print)

STUDENT (signature)

Date

If the student is under 18 years old, Parent or Legal Guardian must sign below:

PARENT/LEGAL GUARDIAN (please print)

PARENT/LEGAL GUARDIAN (signature)

Date

PARENT/LEGAL GUARDIAN (please print)

PARENT/LEGAL GUARDIAN (signature)

Date

IF UNDER 18, BOTH PARENTS MUST SIGN UNLESS ONE PARENT IS DECEASED OR A PARENT HAS A COURT ORDER EVIDENCING SOLE LEGAL CUSTODY.

APPENDIX K

GUARANTEED ARTICULATION AGREEMENT BETWEEN UNIVERSITY OF PENNSYLVANIA AND UNIVERSITY OF PENNSYLVANIA

FOR USE BETWEEN TWO STATE SYSTEM INSTITUTIONS

PLEASE NOTE: SHOULD ANY UNIVERSITY DESIRE AN ARTICULATION AGREEMENT WITH A NON-STATE SYSTEM OF HIGHER EDUCATION INSTITUTION, THE FORM IN THIS APPENDIX MAY BE UTILIZED. HOWEVER, THE "MUTUAL TERMS AND CONDITIONS" FROM AN AFFILIATION AGREEMENT TEMPLATE MUST BE ADDED AS ADDITIONAL LANGUAGE.

WITNESSETH

WHEREAS, _____ University of Pennsylvania (hereafter " _____ University") offers an Associate Degree in Applied Science in Respiratory Therapy; and

WHEREAS, _____ University of Pennsylvania (hereafter " _____ University") offers a Bachelor of Science Degree in Applied Science in Respiratory Therapy; and

WHEREAS, both Universities desire to facilitate the transfer of students from an Associate in Applied Science in Respiratory Therapy at _____ University to the subsequent Bachelor of Science Degree program at _____ University; and

WHEREAS, subject to the terms of this Agreement, the student who has earned the Associate in Applied Science at _____ University shall be guaranteed admission with advanced standing at the junior level to _____ University.

NOW THEREFORE, _____ University and _____ University officially confirm the following terms of this Agreement:

1. Letter of Intent. Upon admission to _____ University, an interested student signs a letter of intent to transfer to _____ University at the time the Associate in Applied Science is completed. Said letter is attached as Exhibit "A."

2. Reservation of Student Placement. The Office of Admissions at _____ University reserves a place for the student as a junior year transfer student upon receipt of the student's letter of intent. Said letter of intent must be received by _____ University no later than one (1) year prior to the transfer occurring.

3. Admission of Transfer Student. One year prior to matriculation at _____ University, the student confirms the intent to enroll by completing the transfer admissions application (for information purposes only, admission to _____ University is assured with the Associate in Applied Science). The \$___ application fee is waived by _____ University.

4. Acceptance into Bachelor of Science Program. _____ University will acknowledge the student's intent to enroll and the student must submit appropriate advanced deposits that will be credited towards the first semester fees.

5. Student Transcript. The student must forward an official final _____ University transcript verifying receipt of the Associate in Applied Science Degree prior to registering at _____ University. Costs associated with the transcript will be paid by the student.

6. Academic Policies and Requirements. The student while enrolled either at _____ University or _____ University shall comply with each school's academic policies and requirements. However, the specific academic policies/degree requirements in effect for the Bachelor of Science degree as awarded by _____ University will be as such exists at the time of the student's enrollment into the program.

7. Discipline Policies. The student while enrolled either at _____ University or _____ University shall comply with each school's discipline policies and requirements. However, the specific discipline policies/degree requirements in effect for the Bachelor of Science degree as awarded by _____ University will be as such exists at the time of the student's enrollment into the program.

8. Transfer Credits. _____ University accepts ___ credits from _____ University which include ___ credits in general education and ___ credits for professional courses (prefix RTH) (EXHIBIT A).

9. Credits for Bachelor of Science Degree. A minimum of 57 additional credits, using the _____ University Respiratory Therapy curriculum as a guide (EXHIBIT B), must be completed to be awarded the Bachelor of Science degree. A minimum of 128 credits must be completed and _____ University residency requirements must be observed, after which _____ University will award the Bachelor of Science degree and will be responsible for insuring the academic standards necessary for the awarding of the degree.

10. University Representatives/Monitors. Representatives from both universities will be appointed to evaluate the Agreement in operation.

11. Term of Agreement. The term of this agreement shall be July 1, 1998, to June 30, 20___.

12. School Calendar. _____ University's calendar will control as to pertinent dates for registration, exams, semesters and school breaks.

13. Termination of Articulation Agreement. Either institution may withdraw from the Agreement upon written notification to the other university, except that commitments made to students who have signed letters of intent will be honored.

14. This agreement is not a legally binding contract and is not enforceable in a court or in the Pennsylvania Board of Claims. In the event of a dispute between the parties, advice and direction will be offered by the Office of the Chancellor of the State System of Higher Education.

For _____
University of Pennsylvania

For _____
University of Pennsylvania

President, or authorized designee

President, or authorized designee

Provost and Vice President
for Academic Affairs

Provost and Vice President for
Academic Affairs

Date

Date

APPROVED AS TO FORM & LEGALITY:

University Legal Counsel

University Legal Counsel

EXHIBIT A
LETTER OF INTENT
TO ENTER

_____ **UNIVERSITY OF PENNSYLVANIA**

I plan to enroll at _____ University of Pennsylvania upon completion of the Associate in Applied Science Degree in Respiratory Therapy of _____ University of Pennsylvania. I understand that my signature on this letter entitles me to assured admission to _____ University of Pennsylvania and advanced standing credit for courses of study completed at _____ University of Pennsylvania. I am familiar with the terms of the Agreement between _____ University of Pennsylvania and _____ University of Pennsylvania for advanced admission of students and wish to participate in this program.

Student's
Signature _____

Address _____

Date

Telephone _____

Curriculum of area of interest in which I wish to enter:

Bachelor of Science Degree Program for Respiratory Therapists

EXHIBIT B

Department of Biological/Allied Health Sciences
 _____ University, _____, PA XXXXX

Name _____
 SS# _____ Date Entering _____

RESPIRATORY THERAPY

Effective Fall 1998/Revised 4/98 JEC

The baccalaureate curriculum shown here is designed for those students who possess an associate degree in respiratory therapy. The required courses are intended to enhance scientific understanding; the general education courses are designed to expand knowledge; and the emphasis courses point towards a management or education career, complementing clinical skills in a health setting such as a hospital or clinic. Remember the 128 credit hour minimum for graduation; it is likely that you will have to take more courses than listed here.

REQUIRED COURSES

Biology/Allied Health Sci.	<u>Hours</u>	<u>Semester Scheduled</u>	<u>Grade</u>
50-____ Biology Elective for majors	4	_____	_____
50-173 Anatomy & Physiology 1	4	_____	_____
50-174 Anatomy & Physiology 2	4	_____	_____
Chemistry			
52-101 Introductory Chemistry	3 or 4	_____	_____
Physics			
54-107 Physics for Health Sciences	4	_____	_____
Mathematics (select one course from each group)			
48-160 Basic Statistics	3	_____	_____
<i>OR</i>			
53-141 Intro Statistics	3	_____	_____
<i>AND</i>			
56-110 Intro Computer Science	3	_____	_____
<i>OR</i>			
92-150 Intro Computer/Info Science (If Management emphasis is selected)	3	_____	_____
Psychology			
48-101 General Psychology	3	_____	_____

GENERAL EDUCATION COURSES

(You must complete two courses (6 credits) from the Cultural Diversity list)

Communication

20-101 English Composition I	3	_____	_____
20-201 English Composition II	3	_____	_____
25-_____	3	_____	_____

GROUP A (Humanities & the Arts)

Philosophy _____	3	_____	_____
_____	3	_____	_____
_____	3	_____	_____
_____	3	_____	_____

GROUP B (Social & Behavioral Sci)¹

Sociology _____	3	_____	_____
_____	3	_____	_____
_____	3	_____	_____
_____	3	_____	_____

GROUP C (Natural Science and Mathematics - Completed as part of Required Courses)

SPECIFIC GENERAL EDUCATION REQUIREMENTS (Chosen from list)

Values, Ethics, etc.

_____	3	_____	_____
-------	---	-------	-------

Survival, Fitness, Recreational Skills

_____	1	_____	_____
_____	1	_____	_____
_____	1	_____	_____

EMPHASIS COURSES (Select either Management or Education Emphasis)

Management Emphasis²

90-101 Intro to Business	3	_____	_____
91-220 Financial Accounting	3	_____	_____
93-344 Prin Management	3	_____	_____
93-345 Human Res Manag ³	3	_____	_____
91-498 Intro HealthCare	3	_____	_____

Education Emphasis

60-204 Edu Comput Tech	3	_____	_____
60-291 Prin of Teaching	3	_____	_____
60-311 Edu Measure/Eval	3	_____	_____
60-251 Psychol Found Educ	3	_____	_____
60-393 Social Found. Educ	3	_____	_____

FREE ELECTIVES (To complete the 128 credit hour graduation requirement)

_____	_____	_____	_____
_____	_____	_____	_____

¹48-101 General Psychology counts as a Group B General Education Elective.

²If the Management Emphasis is selected, 40-211 Principles of Economics I must be taken as part of Group B. The majority of these courses may be applied toward a Minor in Business, or a minor in Business Management.

³A computer course and knowledge of spreadsheets are prerequisites for this course.

ALL ARTICULATION AGREEMENTS MUST BE REVIEWED BY UNIVERSITY LEGAL COUNSEL

APPENDIX L
SAMPLE RENEWAL BY LETTER
(SUBMISSION SHOULD BE ON LETTERHEAD)

_____, Esquire
University Legal Counsel
State System of Higher Education
Dixon University Center
Harrisburg, PA 17110

RE: RENEWAL OF AFFILIATION AGREEMENT
BETWEEN _____ UNIVERSITY OF
PENNSYLVANIA AND _____

Dear Attorney _____;

By mutual agreement of _____ University of Pennsylvania and _____, the affiliation agreement between these two parties is to be renewed for one year (1) commencing July 1, 20__ through June 30, 20__. The right to renew this contract was reserved in the original affiliation agreement which is attached for your review.

No provision of the original affiliation agreement is modified other than the effective and termination date noted above. These new dates do not exceed a total contract length of five (5) years and all parties understand that this renewal is not effective until approved by appropriate Commonwealth Attorneys. All other provisions of the original affiliation agreement are to remain in full force and effect.

University of Pennsylvania

Affiliated Entity (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Approved as to Form and Legality:

University Legal Counsel

Date: _____

APPENDIX M

SAMPLE AFFILIATION AGREEMENT RENEWAL (RENEWALS ARE TO BE SUBMITTED FOR LEGAL REVIEW)

THIS AGREEMENT, made and entered into this _____ day of _____, between _____ University of Pennsylvania of the State System of Higher Education (address), (hereinafter "University"),

and

_____, (Affiliated Entity's full name, which must be in its legally recognized form, *i.e.*, corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the party may be referred to as "Affiliated Entity" within this document from this point forward) at (address) acting through its proper officials, hereinafter referred to as "_____" Federal I.D. # _____ (or if an individual, Social Security Number).

WHEREAS, this agreement renewal is for the renewal of the original affiliation agreement between the parties (*i.e.*, "Site, Clinic, Hospital, School, School District") dated _____; and

WHEREAS, the original affiliation agreement identified above, together with any previously executed amendments, is attached hereto, and incorporated herein and marked Attachment A, and all its terms and conditions remain unchanged except as modified in this agreement renewal.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree as follows:

1. Term of Agreement Renewal. This is the first (second, third, etc.) renewal of this agreement. The term of this agreement renewal is _____ through _____.

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this renewal shall remain in full force and effect and be considered incorporated herein as part of the renewal agreement.

IN WITNESS WHEREOF, this Agreement Renewal has been executed and delivered as of the date set forth in the caption above.

University of Pennsylvania

Affiliated Entity (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Approved as to Form and Legality:

University Legal Counsel

Date: _____

APPENDIX N

SAMPLE AMENDMENT TO AN AFFILIATION AGREEMENT (AMENDMENTS MUST BE SUBMITTED FOR LEGAL REVIEW)

THIS AMENDMENT, is made and entered into this _____ day of _____, between _____ University of Pennsylvania of the State System of Higher Education (address), (hereinafter "University"),

and

_____, (Affiliated Entity's full name, which must be in its legally recognized form, *i.e.*, corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the party may be referred to as "Affiliated Entity" within this document from this point forward) at (address) acting through its proper officials, hereinafter referred to as "_____" Federal I.D. # _____ (or if an individual, Social Security Number).

WHEREAS, this agreement is for the amendment of the original affiliation agreement between the _____ (*i.e.*, "Site, Clinic, Hospital, School, School District") dated _____; and

WHEREAS, the original affiliation agreement identified above, together with any previously executed amendments, is attached hereto, and incorporated herein and marked Attachment A, and all its terms and conditions remain unchanged except as modified in this amended agreement.

WHEREAS, subsequent to its execution an error (*or state need for amendment other than error*) was discovered as to the terms of the affiliation agreement; and

WHEREAS, the parties mutually agree to amend the contract to reflect the correct (*or new/additional information depending on reason for amendment*) information as to the term of the agreement and the number of participants.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Term of Agreement. The term of this agreement shall be amended to December 1, 2000 through November 30, 20__.

2. Number of Participants. The number of participants in this program at any given time shall not exceed five (5) students per semester.

3. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this amendment shall remain in full force and effect and be

considered incorporated herein as part of the amended agreement. Said original agreement is attached hereto, incorporated herein and marked Attachment A.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

University of Pennsylvania

Affiliated Entity (Print)

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Approved as to Form and Legality:

University Legal Counsel

Date: _____

APPENDIX O

SAMPLE COVER LETTER TO ACCOMPANY AFFILIATION AGREEMENT

Date:

Affiliated Entity Name & Address

RE: _____ Agreement

Dear _____:

This confirms conversations between our faculty member, Dr. _____, and your representative, _____, of our wish to use _____ (agency/school district/hospital, etc.) as a _____ (health agency, clinical site, student teaching center, practicum center, etc.) for the university's _____ (program name, e.g., nursing BSN and MSN program, or MS in Audiology program).

Enclosed are two (2) original standard affiliation agreements used by the university for your signature and to return in the enclosed envelope. After all signatures are affixed, one (1) original will be returned to you and the agreement will be deemed effective.

We share the following with you for purposes of clarification. Others have raised questions about the procedural issues noted below and in order to prevent any undue delays, we draw the following to your attention:

- Date. The blank with the date in the first paragraph (*i.e.*, "This agreement made this ___ day of _____"), will be completed when the last person at the university executes the agreement.
- Signatures. It is important that any individual who signs on behalf of your institution have contracting authority to legally execute the enclosed agreement.

Thank you, most sincerely, for your willingness to affiliate with this university. Should you have any questions regarding anything contained in this letter, or within the enclosed agreement, do not hesitate to contact me.

Sincerely,

APPENDIX P

CHECKLIST FOR DRAFTING AGREEMENTS

Please go through this checklist prior to submitting an agreement to an affiliated entity or university legal counsel for review and approval.

I. Identification of Affiliated Entity

_____ Confirm if the affiliated entity is a corporation, partnership or sole owner.

_____ If sole owner and entity uses a fictitious name, identify the entity by name and acknowledge the fictitious name (*i.e.*, John Smith d/b/a Smith's Family Care).

_____ Is the identification of the entity consistent throughout the agreement?

II. Dates

_____ Are the dates throughout the agreement consistent as to the termination date?

_____ If a renewal, is it being prepared prior to the expiration of the previous contract? (**If not, then a new contract must be completed.**)

_____ If an amendment, is the amendment completed prior to the termination of the agreement? (**If not, no amendment is possible.**)

_____ Are the signatures dated prior to the commencement of the services? (**If not, the parties are illegally working without the benefit of an agreement.**)

III. Titling of Contract

_____ If a renewal, amendment or modification, is this indicated on the first page of contract?

IV. Services Information

- Are the specific terms of the agreement clear and without contradiction as to any other provisions?
- Is there a need to attach, incorporate and reference other documents to the agreement to clearly establish either party's rights and responsibilities?
- If there is a mandatory time frame for the completion of the affiliation, is it contained in the services requested?
- Does the term of the agreement exceed five (5) years (including renewals, original plus four renewals equals five years)? If so, do you have written approval from the Chief Counsel?

V. Standard Terms and Conditions

Are the following terms and conditions included in the contract?

- Term of Agreement
- Termination of Agreement
- Nondiscrimination
- Amendments
- Severability
- Applicable Law
- Independent Contractor
- Liability
- Integration/Entire Agreement

Are the following clauses excluded as **IMPERMISSIBLE** if the contract is submitted on an affiator's form:

- Purchase of insurance by the university
- Laws other than Pennsylvania applicable under the contract
- Courts other than Pennsylvania having jurisdiction under the contract
- Assignment Clauses
- Provisions for the awarding of attorneys fees, court costs or entry of judgment
- Arbitration Clauses

- _____ Liability language which expands the university's exposure and decreases its protection under sovereign immunity
- _____ Are all impermissible clauses/paragraphs/languages stricken and initialed by all signatories to the contract?
- _____ Disclosure of Student Information without Student approval
- _____ Rolling Renewal Clauses
- _____ University as Guarantor of Student/Faculty Costs
- _____ Dismissal by University of Student
- _____ HIPPA Compliance/Business Associate Agreement

VI. Signatures

- _____ Are the titles of the signatories noted?
- _____ Does the person signing on behalf of the affiliated entity have apparent authority to bind the contract?
- _____ Does the university employee have authority to sign agreements on behalf of the university?
- _____ Have all parties signed the agreement and initialed all changes, deletions and modifications prior to forwarding to university legal counsel for review?

VII. Attachments

- _____ If a renewal, modification or amendment, is the original agreement attached for legal review?
- _____ Are all additional provisions, conditions, riders and attachments attached?

VIII. Miscellaneous

- _____ Are all handwritten changes, amendments, modifications, and insertions initialed by **ALL** signatories?

_____ Are all "blank" spaces in the contract completed or marked "not applicable" (*i.e.*, N/A)?

_____ If the agreement is being submitted for a second review as a result of it being returned for correction, has the affiliated entity seen all changes/additions and approved them **prior to resubmission** to university legal counsel? Have you written documentation of the affiliator's approval of the changes in your file?

APPENDIX Q

GLOSSARY OF TERMS

Act 188: The statutory authority that establishes the State System of Higher Education. It also defines the roles and responsibilities of the System, individuals who voluntarily serve the system, as well as those who are employed by the System.

Agreement: See Contract.

Amendment: A change or modification required to an agreement that has already been fully executed by all parties.

Arbitration Clauses: Language in a contract that requires any disputes arising from a contract to be resolved before an arbitrator. This is impermissible.

Articulation Agreement: An agreement between two academic institutions regarding the administration of a joint degree or cooperative academic program.

Assignment: The transfer of a party's rights and responsibilities under an agreement to a third (new) party. This is impermissible absent the expressed written approval of the University.

Attachments: Any and all paperwork appended to an agreement that is to be referenced and incorporated within the contents of the main agreement as part of the overall agreement.

Attorney's Fees: The cost assessed by a Court of one party's legal fees incurred as a result of bringing a legal action. Generally assessed against a losing party in a litigation matter. This type of clause is impermissible in any Commonwealth agreement.

Chief Counsel: Provides legal representation to the Chancellor for the State System of Higher Education, the Board of Governors, and the Presidents of all 14 universities. Chief Counsel also manages the administration of the Office of University Legal Counsel.

Commonwealth Attorneys Act: The Act that dictates the legal representation of Commonwealth agencies.

Commonwealth Court: The trial court for all legal matters involving Commonwealth agencies.

Contract: A type of written agreement, regardless of what it may be called, for the procurement or disposal of supplies, services or construction. Academic affiliation agreements are also classified as contracts.

Court Costs: Costs assessed by a Court generally assessed against a losing party in a litigation matter. This type of clause is impermissible in any Commonwealth agreement.

d/b/a: Doing Business As. Used to indicate that an owner of a business utilizes a fictitious name as part of his business identity. Example: John Smith d/b/a Harrisburg Family Practice.

Employee: An individual drawing a salary or wages from a Commonwealth agency, whether elected or not, and at times, volunteers, performing personal services for any Commonwealth Agency.

Execution: The signing of an agreement by a person with contracting authority.

Hold-harmless Clauses: A statement in an agreement that obligates one party to not hold a second party liable for any actions, or to pay any liability incurred by that other party, which may be specified and limited.

Independent Contractor: An affiliated entity who performs services under an affiliation agreement who is not an employee of the University.

Jurisdiction: The Court with the authority to hear and resolve legal disputes.

Legal Approval: The process in which all necessary Commonwealth attorneys review and sign a contract thereby approving of its form and legality.

Modification: A written alteration in specifications, period of performance or other provision of any agreement accomplished by mutual action of the parties.

OAG: Office of Attorney General

OGC: Office of General Counsel

Renewal: The continuing of an agreement beyond its original term for another fixed period. The right to renew an agreement must be specifically contained in the original agreement.

Required Provisions: Mandatory agreement language, which must be contained in all Commonwealth contracts/agreements.

Sovereign Immunity: The legal doctrine that insulates the Commonwealth from tort liability except under limited circumstances.

Termination: The completion of an agreement as a result of its expiration date or the severing of a relationship for causes specifically dictated within the agreement.

t/a: Abbreviation for "trading as" and an alternative to d/b/a. See d/b/a above.

University Legal Counsel: Attorneys who work under the auspices of the Office of General Counsel who are supervised by Chief Counsel for the State System of Higher Education. They are assigned to respective universities for the purpose of providing legal services.