AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
between
Regents of the University of Minnesota through its Medical School ("University")
and
("Affiliate")

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
(“Agreement”), effective through (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at the Affiliate’s sites for certain University medical residents/fellows enrolled in the program, agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training that requires facilities, equipment, services, and personnel appropriate for certain University residents or fellows to obtain necessary clinical experiences.

1.2 This Agreement specifically applies to the University’s training program in and the Affiliate’s clinical site through its unit of .

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation with overall administrative, educational, and supervisory responsibility for the in the program assigned to Affiliate ("Trainees"). The Affiliate’s liaison is . The University’s liaison is . A list of faculty responsible for teaching, supervising, and submitting written evaluations of the Trainees is set forth on Attachment A.

2.1.2 The persons responsible for the liaison will jointly plan for:

a. Selection, assignment and orientation of the Trainees;
b. Periodic review and preparation of objectives for the instructional program;
c. Evaluation of Trainees’ performance; and
d. Periodic review of program costs and payments. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of this clinical education and training program, except as expressly set forth in this Agreement.
2.1.3 Both parties agree to comply with Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.2 University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of the Trainees, including:

a. Determination of educational goals for each Trainee;
b. Establishing prerequisite criteria for placement of Trainees with Affiliate;
c. Determination of completion of the assignment;
d. Educational goals and objectives for the Trainees in the program as outlined in Attachment B;
e. Provision of information regarding dates for instruction and forecasts of the number of Trainees to be assigned to Affiliate;
f. Final evaluation of Trainees’ performance; and
g. Selection and appointment of Affiliate staff members to the faculty of the University of Minnesota who will participate in the training of Trainees. Faculty members shall be appointed in accord with the policy of the University in effect at the time of appointment.

2.2.2 The rotation periods are set forth in Attachment C.

2.2.3 At the request of the Affiliate, Trainees who provide direct patient care or interact with staff in patient areas will be required to provide proof of immunization for one or more of the following: measles (rubeola), mumps and rubella; chicken pox (varicella); hepatitis B; and/or annual chest x-ray or evidence of negative tuberculin test (Mantoux).

2.2.4 At the request of Affiliate, University will require Trainees who have direct contact with patients to participate in background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a prerequisite to participation in the program.

2.2.5 University certifies that its Trainees have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA training, and have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.
2.2.6 The policies and procedures of University program that govern the education of the Trainees as well as stipend and benefit information are contained in the standard Residency/Fellowship Agreement between University and the Trainees, in University’s Institution Policy & Procedure Manual and in University program’s resident/fellow policy & procedure manual. The Institution Policy & Procedure Manual, the standard Residency/Fellowship Agreement and the program’s resident/fellow policy & procedure manual can be found on University’s GME website at www.med.umn.edu/gme. University program agrees to inform Affiliate whenever these documents are revised. Affiliate agrees to identify and provide University program with current copies of any policies and procedures at the Affiliate site that apply to the educational experience of the Trainees.

2.3 Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients. It is understood that individual patient care is not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experiences for Trainees in patient care areas, service departments, and other selected areas. In this regard, Affiliate will provide for Trainees and faculty assigned to Affiliate the equipment, facilities, supplies, and services necessary to meet the objectives of the program.

2.3.3 Affiliate staff members and/or Affiliate staff members with University of Minnesota faculty appointments have responsibility for teaching, supervising, and evaluating the performance of Trainees assigned to the Affiliate. Such Affiliate staff members agree to provide University with written evaluations of the performance of the Trainees.

2.3.4 Affiliate agrees to identify and provide the University with current copies of any policies and procedures at the Affiliate clinical site that apply to the educational experience of the Trainees.

3. Suspension or Termination of Trainees. University has authority to suspend or terminate a Trainee for academic deficiencies or behavioral violations subject to certain procedures afforded to the Trainee. In cases where a Trainee’s performance or conduct threatens the safety or welfare of patients, visitors, or staff of the Affiliate, Affiliate may suspend the Trainee’s participation at the Affiliate site. The Affiliate liaison will consult the University liaison before suspending a Trainee, except where consultation is not reasonably possible under the circumstances.

4. Liability Insurance and Indemnity.

4.1 University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate, and that policy shall include
within the scope of its coverage all University Trainees for activities performed within the course and scope of their duties under this Agreement.

4.2 University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorneys’ fees arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including Trainees) during the performance of its obligations under this Agreement. University’s liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

4.3 Affiliate shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate.

4.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including Trainees) against all claims or loss or damage to property or injury or death to persons, including reasonable attorneys’ fees arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives during the performance of its obligations under this Agreement.

5. **Financial Terms.** Financial arrangements, if any, between the University’s program and the Affiliate, including stipends, benefits, and other costs as agreed by the parties, are set forth in Attachment D.

6. **Other Terms.**

6.1 This Agreement may be terminated by either party upon at least six (6) months’ written notice to the other party.

6.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status or sexual orientation.

6.3 This Agreement supersedes all other affiliation agreements existing between University and Affiliate that are the subject of this Agreement, whether executed at the institutional or departmental/program level.

6.4 Subject to the written authorization by appropriate representatives of University and Affiliate, addenda to this Agreement may be developed to facilitate day-to-day and year-to-year execution of the goals of the agreement. Each addendum shall be in writing and executed by an authorized representative of each of the parties. To the extent an addendum is not properly executed by persons authorized to do so and to the extent it conflicts with or contradicts the terms herein, it shall be considered null and void.
IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota

By: ___________________________  By: ___________________________
Name: _________________________  Name: _________________________
Title: ___________________________  Title: ___________________________
Date: ___________________________  Date: ___________________________

By: ___________________________
Name: Louis J. Ling, M.D.
Title: Associate Dean for Graduate Medical Education or his Designee,
   Lori Payne, Associate Administrator
Date: ___________________________

By: ___________________________
Name: Frank B. Cerra, M.D.
Title: Senior Vice President for Health Sciences, Academic Health Center
Date: ___________________________

NOTE: This Agreement should be executed by Affiliate before University begins its execution process.
Attachment B

EDUCATIONAL GOALS AND OBJECTIVES
Attachment C

ROTATION PERIODS
Attachment D

FINANCIAL ARRANGEMENTS