



Internal Routing Page

The following departments have reviewed the Agreement:

1. Winston-Salem State University Dean

Signature

Date

2. Winston-Salem State University State Authorization (If Applicable)

Signature

Date

3. Winston-Salem State University Purchasing Department

Signature

Date



Clinical Affiliation Agreement

The Clinical Affiliation Agreement (“Agreement”) is between Winston-Salem State University, a constituent institution of the University of North Carolina (“WSSU”) for its _____ (“Program”), and

Name: _____ (“Facility”)

Address: _____

City: _____ State: _____ Zip Code: _____.

Period of This Agreement: _____ to _____

1. **Renewal.** This Agreement may be reviewed and renewed in a separate writing signed by each party at least thirty (30) days prior to the expiration date of this Agreement.
2. **Mutual Rights & Responsibilities**
 - a. **Student Assignments.** WSSU and the Facility are mutually responsible for planning the schedule and number of the student assignments to the Facility. Each party shall notify the other of changes in curriculum and staff that may affect the Experience. WSSU shall provide written notice to the Facility of full-time student assigned to it at least sixty (60) days prior to their arrival. The notice shall include the name of each student and the objectives for Experience.
 - b. **Student Conduct.** WSSU and the Facility shall ensure that students assigned to the Facility adhere to the practices, rules, regulations, and holiday schedule of the Facility while assigned there.
 - c. **FERPA.** WSSU and the Facility shall comply with the Family Educational Rights and Privacy Act (“FERPA”). As such, Student’s permission must be obtained before the disclosure of personally identifiable student information.
 - d. **HIPAA.** Both parties warrant that they understand the privacy, data, and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will cooperate fully with all applicable regulations, responsibilities and protocol thereunder, and the parties will execute any additional documentation or amendment of this Agreement that shall be required by HIPAA for compliance.
 - e. **EEO and Veteran Status 41 CFR 60-300.5(a).** The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- e. **EEO and Veteran Status 41 CFR 60-300.5(a).** The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

3. **Facility's Rights & Responsibilities.**

- a. **Clinical Education Coordinator.** The Clinical Education Coordinator for the Facility will be:

The Facility shall communicate any changes in this representative to WSSU.

- b. **Orientation Materials.** The Facility shall provide WSSU with its rules, regulations, schedules and orientation materials prior to Students' assignment.
- c. **Necessities.** The Facility shall provide the supervision, physical facilities, and equipment necessary to accomplish the purposes of this Agreement.
- d. **Patient Caseload.** The Facility shall provide each Student with a patient caseload that is appropriate for the student's academic needs and level of proficiency. The caseload should be adequate in size and variety to ensure the best educational experience possible.
- e. **Non-Treatment Experiences.** The Facility shall provide Students with non-treatment learning experiences, as they become available, such as rounds, clinics, in-services, home programs, surgery observation, and opportunities to work with other disciplines.
- f. **Student Evaluation.** The Facility shall evaluate each Student in accordance with the grading rubric provided by WSSU. At a minimum the Students will be evaluated at the midpoint and end of the Experience. Evaluations may occur more frequently if necessary.
- g. **Experience Assessment.** The Facility shall complete, on designated forms, an assessment of the Experience within the requested time period.
- h. **Emergency Medical Care.** The Facility shall provide emergency medical care to Students, and Students will be responsible for the cost of this care.
- i. **Student Dismissal.** The Facility may dismiss a Student from the Experience when the Student's clinical performance is unsatisfactory, the Student's behavior is disruptive or detrimental to the Facility and/or its patients, or the Student violates the terms of this Agreement. The Facility shall notify the WSSU Academic Coordinator of Clinical Education of any Student who is dismissed from the Experience. The Facility will make this notice in writing and within two (2) days of the Student's dismissal.
- j. **Compliance.** The Facility shall ensure that the Facility's staff conducts itself in accordance with any and all applicable laws, ordinances, codes, rules, regulations, and licensing requirements, including those of federal, State, and local agencies, as well as any and all applicable Codes of Ethics.

4. **WSSU's Rights & Responsibilities.**

- a. **WSSU Academic Coordinator of Clinical Education.** The WSSU Academic Coordinator of Clinical Education is:

WSSU shall communicate any changes in this representative to Facility.

- b. **Certification by Student.** WSSU shall provide each Student a Certification (Appendix B) for submission to facility before the student begins the Experience. WSSU shall also advise each Student that the Student is under an obligation to provide the Facility an updated Certification in the event there are any changes to the information contained on the Certification during the course of the Student's participation in the Experience.
- c. **Student Insurance.** WSSU shall provide a minimum of \$2,000,000/\$4,000,000 professional liability insurance for Students and require that Students have health insurance.
- d. **Accreditation Compliance.** WSSU shall adhere to the essential guidelines for the applicable accrediting bodies for the Program.
- e. **Background Checks.** WSSU will require each Student to undergo a criminal background check conducted in all states where the Student lived, worked or attended school, either within the past ten (10) years, or from the date student turned eighteen (18) years of age, whichever is shorter, at the Student's own expense.
- f. **Bodily Fluid Management.** WSSU shall require each Student to be instructed in proper management of body fluids with special emphasis on procedures related to blood borne pathogens, infection control, and other similar policies before beginning the Experience.
- g. **Health Requirements.** WSSU will inform Students that they must fulfill the health requirements described in Appendix A.
- h. **Compliance.** WSSU will inform Students of their responsibility to abide by any and all applicable Ethical Code(s). Students shall abide by the existing rules and regulations of the Facility, including its rules and regulations with respect to patient confidentiality including the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. **Costs.** Students are responsible for their own costs incurred in participating in the Experience.
5. **Student Withdrawal.** WSSU may withdraw a Student from the Experience when, in WSSU's judgment or at the request of the Student, the Experience does not meet the needs of the Student. It is understood between the parties that only WSSU can dismiss a Student from the Program for performance or conduct justifying such dismissal.
6. **Independent Contractors/Business Associate.** This Agreement does not establish an agency or business associate relationship between Facility and University and both entities affirm that each is an independent contractor. The parties agree to refrain from any activities that may create a Business Associate relationship.
7. **Assignment.** Neither party may assign any interest in this Agreement without the other party's prior written consent.

8. **Termination.** This Agreement may be terminated without cause upon written notice to the other party. Such termination must not affect Student(s) affiliated with the Facility for the academic term in which notice is given.
9. **Indemnification.** The Facility shall indemnify WSSU, its Trustees, officers, agents, and employees from any claims, suits, damages, liabilities, injuries, expenses (including, without limitation, reasonable attorney's fees), or losses arising out of or resulting from the negligent acts or omissions of the Facility, the Facility's agents, or the Facility's employees during the performance of this Agreement. To the extent permitted by North Carolina Law, and without waiving any defense of sovereign immunity which may otherwise be available or limiting the rights of the North Carolina Attorney General to defend claims against State agencies, WSSU shall indemnify the Facility, its Trustees, officers, agents, and employees from any claims, suits, damages, liabilities, injuries, expenses, or losses arising out of or resulting from the negligent acts or omissions of WSSU, WSSU's agents, or the WSSU's employees during the performance of this Agreement.
10. **Notice.** Any notices pursuant to this agreement must be given via the United States Postal Service or hand delivery. Notice will be deemed received on the completion of the third (3rd) business day following the documented date of deposit with the United States Postal Service. The designated address for notices are as follows:

For WSSU:

For Facility:

11. **Choice of Law.** This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with the laws of North Carolina in court of competent jurisdiction in Forsyth County, North Carolina.
12. **Amendments.** Any modifications to this Agreement, not arising out of an operation of law, must be in a separate writing signed by both Facility and an authorized agent of WSSU.
13. **Merger.** This Agreement states the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements for the clinical Experience described herein.
14. **Severability.** If any provisions or portions thereof are declared invalid, illegal, or unenforceable, this Agreement will be construed as if such invalid, illegal, or unenforceable provisions were removed.
15. **Headings.** The headings of the sections, paragraphs, and subparagraphs of this Agreement are for convenience only and do not affect the construction or interpretation of any of this Agreement's provisions.
16. **Construction.** The parties agree that this Agreement will be construed as if the parties drafted this Agreement jointly, with no presumption or burden of proof arising which would favor or disfavor either party by virtue of this Agreement's authorship.

17. **Execution of Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or e-mail transmission of a ".pdf" format data file, such signature shall be valid with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
18. **Debarment.** Neither the Facility nor any of its Affiliates (a) has been debarred by the State or Federal government, (b) is subject to debarment proceedings by the State or Federal government or (c) will use, in any capacity, in connection with the activities to be performed under this Agreement, any Person that has been debarred, or who is the subject of debarment proceedings by the State or Federal government. If either Party learns that a Person performing on its behalf under this Agreement has been debarred by the State or Federal government, or has become the subject of debarment proceedings by the State or Federal government, such Party shall promptly notify the other Party and shall prohibit such Person from further performance on its behalf under this Agreement.

[SIGNATURES ON NEXT PAGE]

Signature Page

This agreement will become effective when both parties have signed it. The signatories below warrant that they have authority to bind the parties.

Facility

By: _____ Date _____
Signature

Name & Title (Printed)

Winston-Salem State University

By: _____ Date _____
Provost & Vice Chancellor for Academic Affairs

Appendix A
Health Requirements

1. Each Student must submit proof of the following before beginning the Experience:
 - a. Updated immunizations for 3 Diphtheria, Tetanus, Pertussis (DTP) doses or 3 Tetanus-Diphtheria (TD) doses. One TD dose must be within the last 10 years prior to admission into the Program.
 - b. A negative PPD test or chest x-ray, which must be updated yearly. If the yearly period expires during the Experience, the student must show proof of a negative PPD test or chest x-ray before beginning the Experience.
 - c. One Rubella dose or proof of adequate titer, unless the Student was born prior to 1957.
 - d. One Rubeola (measles) dose, proof of physician diagnosed measles, or proof of adequate titer, unless the Student was born prior to 1957.
 - e. A physical examination.
2. Each Student will complete the Hepatitis B vaccine series or submit a signed waiver form before beginning the Experience and in an otherwise timely manner.

Appendix B
Certification by Student

I am _____, a student at Winston-Salem State University.

1. Do I presently have a communicable disease or communicable health problem?

Yes

No

I understand that if I answered yes above, I may be referred to Facility's Occupational Health Department before being permitted to participate in the clinical experience.

I agree to notify Facility's Occupational Health Department if I ever contract a communicable disease or communicable health problem.

A copy of my current vaccination record is attached.

2. Have I ever been convicted of, or do I have any charges pending involving, a felony and/or misdemeanor crime (excluding a traffic offense)?

Yes

No

I understand that if I answered yes above, I need to list, on a separate sheet of paper, every conviction or charge pending and the county and state where I was convicted or where the charge(s) is pending. If I have been convicted, I will also state the year of the conviction. In lieu of attaching a separate sheet of paper, I understand I may attach a copy of my criminal record.

I understand that if I answered yes above, my application may be referred to a Facility committee for further review before being permitted to participate in the Experience.

I understand that I am under a continuing obligation to advise Facility of any changes in my criminal record.

3. I authorize Facility to use any information furnished by me or WSSU if required by law, if any public health or governmental agency, if required to comply with any applicable Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards, if required to comply with the policies and procedures of Facility and for any internal use of the Facility (including, its affiliates, subsidiary or parent corporations).

This, the _____ day of _____, 20_____.

Signature

Name (Printed)

Witnessed by:

Signature

Name & Title (Printed)