
NON-CLINICAL TRAINING AFFILIATION AGREEMENT
Between
OREGON HEALTH & SCIENCE UNIVERSITY
And

This Training Affiliation Agreement is entered into as of the date of last signature below (“Effective Date”) by and between Oregon Health & Science University (“OHSU” or “Sending Agency”), an Oregon statutory public corporation, and (“CONTRACTING AGENCY”).

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting arrangements for training and in furtherance thereof to provide high-quality learning experiences for students participating in healthcare-related programs;

WHEREAS, the Sending Agency intends to provide students with a variety of structured learning experiences, which may include participation in programs outside of the Sending Agency; and

WHEREAS, the Host Agency desires to provide the structured learning experiences that are required; and

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the parties identified in this Agreement agree as follows:

A. Responsibilities of the Sending Agency

1. The Sending Agency will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and will assign to the Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of the Sending Agency's curriculum.

2. The Sending Agency will retain ultimate responsibility for the education of its students. The Sending Agency's representative for this Agreement will be a faculty member appointed and assigned by the Sending Agency, as liaison to the Host Agency.

3. The Sending Agency will advise all students assigned to the Host Agency facilities regarding the confidentiality of client records and client information imparted during the training experience. The Sending Agency will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. The Sending Agency will require all participating students to maintain health insurance and to provide proof of health insurance to the Sending Agency. The Host Agency may request the student provide proof of insurance prior to beginning of the training experience.

5. The Sending Agency will require all participating students to have completed an appropriate criminal background check, and if required for the learning experience, to have documented appropriate immunizations on file with the Sending Agency. The Host Agency will notify the Sending Agency of its requirements of an acceptable criminal background check and required immunizations. The Sending Agency will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not by the Host Agency.

6. The Sending Agency will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. The Sending Agency will notify the Host Agency prior to student placement by the Sending Agency if a student with a disability requires reasonable accommodations to gain equal access to the learning experience.

B. Responsibilities of the Host Agency

1. The Host Agency will provide students and faculty members with access to appropriate resources so that a sound educational experience can occur.

2. The Host Agency will retain full authority and responsibility for educational and quality standards, and will maintain a level of performance, which meets generally accepted standards conducive to satisfactory instruction. While in the Host Agency's facilities, students will have the status of trainee; and are not to replace Host Agency staff. All services rendered by students must have educational value and meet the goals of their educational program. The Host Agency and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is injured while at the Host Agency, the Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees or students, including, where applicable: examination and evaluation by the Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary. In the event that the Host Agency does not have the resources to provide such emergency care, the Host Agency will refer such student to the nearest emergency facility. The Sending Agency will inform the student that the student will be responsible for any charges thus generated.

4. To the extent the Host Agency generates or maintains educational records related to the participating student, the Host Agency agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the Sending Agency and will limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Sending Agency hereby designates the Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Sending Agency's records is required by the Host Agency to carry out the Program.

5. The Host Agency will provide written notification to the Sending Agency promptly if a claim arises involving a student. The Host Agency and the Sending Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws. Said notice will be in writing and directed as applicable to OHSU, Department of Risk Management, 3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239; or if to CONTRACTING AGENCY, see address located in Section J. Notices of this Agreement. The Host Agency will also notify the Sending Agency of any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of the Sending Agency under the terms of this Agreement.

C. Mutual Responsibilities

1. The Sending Agency will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the Host Agency facilities. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Host Agency facilities.

2. The Sending Agency and the Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, veteran status or any other basis protected by law.

3. The Sending Agency, including its faculty, staff, and students, and the Host Agency, share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the training program, which may include on-site visits. The Host Agency will require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the Sending Agency. The Sending Agency agrees to require its students to adhere to the expectations set forth in Exhibit A.

4. The Host Agency will resolve any situation in favor of its organization and will put restrictions on a student's learning experience when a problem may exist until the incident is resolved by the staff in charge of the student. The Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the Host Agency. The Host Agency will immediately notify the appropriate office of the Sending Agency

if such an action is required and the reasons for such action. The Sending Agency may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The Sending Agency will notify the Host Agency if such action is required.

5. Upon request, the Host Agency and Sending Agency will provide proof that they maintain liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. OHSU is a public entity entitled to governmental immunity protections under applicable state law and is subject to the provisions of ORS 30.260 through 30.300 for its tort liabilities, including personal injury and property damage. OHSU shall provide claims made liability coverage in accordance with any limitations associated with the applicable law; but OHSU will provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

D. Term and Termination

This Agreement will commence as of the Effective Date and will continue until . This Agreement may be terminated at any time and for any reason by either party upon not less than thirty (30) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at the Host Agency will be permitted to complete any previously scheduled assignment at the Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the Host Agency or the Sending Agency for any purpose. Students will not be entitled to receive any compensation from the Host Agency or the Sending Agency or any benefits of employment from the Host Agency or the Sending Agency. The Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of the Sending Agency.

F. Health Insurance Portability and Accountability Act

Students participating in training pursuant to this Agreement are members of the Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations". Therefore, additional agreements are not necessary for HIPAA compliance purposes.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or will be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party will have the right or authority or will hold itself out to have the right or authority to bind the other party, nor will either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity – Contribution Language

a. OHSU is a statutory public corporation entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by OHSU of its governmental immunity or of its state governmental immunity; (ii) an express or implied acceptance by OHSU of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; (iii) a pledge of the full faith and credit of a debtor contract; (iv) or, as the assumption by OHSU of a debt, contract, or liability of the CONTRACTING AGENCY.

b. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for

the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the University (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the University in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the University on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the University on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the University is jointly liable with the State (or would be if joined in the Third Party Claim), the University shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the University on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the University on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The University's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

J. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in this Agreement.

To OHSU:	To CONTRACTING AGENCY:
Contracts Coordinator for Educational Affiliation Agreements Contracting Services Group, MC 104 Oregon Health & Science University 3930 SW Macadam Avenue Portland, OR 97239 Ofc: 503-494-3272 E-Mail: ContractsDept@ohsu.edu OHSU General Information Line: 503-494-8311	Name Title Dept Agency Address City/St Ofc E-Mail

K. No Payments

No payments will be made between the parties or to the students in connection with this Agreement.

L. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

M. Third Party Beneficiaries

Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

N. Governing Law

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State in which the training takes place without giving effect to any choice or conflict of law provision or rule.

O. Clinical Training Affiliation Agreement. The parties agree that this Agreement does not apply to clinical training. To the extent a student will be receiving clinical training, the parties agree to enter, or have entered, into a separate Training Affiliation Agreement for such training activities and the terms and conditions of that separate Training Affiliation Agreement shall apply to the students receiving clinical training.

P. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Agreement.

OREGON HEALTH & SCIENCE UNIVERSITY

CONTRACTING AGENCY

Greg Sabatka Date
Contract Coordinator for Educational Affiliations

BY Date
TITLE:

BY Date
TITLE
PROGRAM NAME

BY Date
TITLE:

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The Sending Agency holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of education the term "teacher" is used broadly to include peers, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

- Duty:** Educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the health care profession's social contract with its patients.
- Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.
- Respect:** Respect for every individual is fundamental to the ethic of health care. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.