

UNIVERSITY OF ARIZONA COLLEGE OF NURSING

AFFILIATION AGREEMENT

Agreement made by and between **Amphitheater Unified Public Schools District No. 10, 701 W. Wetmore Road, Tucson, Arizona 85705**, and its professional staff as employees, agents and independent contractors, individually and collectively ("Affiliate"), and the **Arizona Board of Regents acting on behalf of The University of Arizona College of Nursing, 1305 N. Martin, Tucson, Arizona 85721-0203**, pursuant to Arizona Revised Statutes Title 15, Chapter 13, Article 2, Section 1625.B.2 ("University"), collectively the "Parties".

General Provisions

1. Purpose. The purpose of this Agreement is to establish coordinated clinical educational programs and guidelines for the education and training of health sciences students classified as either externs, interns, residents and/or fellows from the University, ("Program Participants").
2. Term and Termination. The term of this Agreement will be from **October 1, 2011 through September 30, 2012**, and thereafter will be automatically renewed and extended each year, except that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days advance notice in writing. Such termination will not become effective with respect to the Program Participants then participating in a rotation at Affiliate's facility until the Program Participants' scheduled rotation is complete, provided that Affiliate continues to have sufficient staffing and other resources to continue the program until that date.
3. Agreement Limitation. Each Party will retain complete control over such programs of its own that are outside of this Agreement. This Agreement will apply to all Affiliate's sites in the State of Arizona.
4. Scope of Training.
 - A. By signing this Agreement, the Affiliate is not obligated to accept Program Participants on a continuous basis or more than one Program Participant at any time. Scheduling of Program Participants' training rotations are subject to approval of the Affiliate and the appropriate University program director.
 - B. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, as applicable. Activities performed by Program Participants covered by this Agreement are considered to be educational in nature, and therefore, no monetary compensation will be paid to the Program Participants by the Affiliate or the Affiliate's patients. Any salary, stipend, and/or benefits due a Program Participant will be the sole responsibility of the University.
 - C. Program Participants will not have implied, presumptive or apparent authority or independent health care responsibilities for patients and are not to be considered as ostensible agents, independent health care providers, patients' advocates, Affiliate's employees or agents, or individuals practicing in an extended role while participating in an education program pursuant to the terms of this Agreement.
 - D. Program Participants will not share in either the allocation of the duty of care responsibilities, determination of service utilization, or establishment of criteria for standard of care for Affiliate's patients which will continue under the exclusive management and direct control of the Affiliate and its medical staff.
 - E. Affiliate's patients will not be billed for services rendered either solely by the Program Participants or by Program Participants assisting the Affiliate's professional staff. Program Participants' involvement in the Affiliate's patient care activities will not result in increased costs to the patients or third-party payors, in any over-utilization of services or procedures, or impact on the patients' quality of care, freedom of choice and informed consent, or affect competition in any manner.

- F. Nothing in the execution of this Agreement, or in its performance, will be construed to establish an employer-employee, agency, partnership or joint venture relationship between the Program Participants, individually or collectively, and the Affiliate or between the Parties to this Agreement.
- G. The withdrawal, dismissal or removal of a Program Participant in accordance with Section 6, paragraph H of this Agreement, will not affect continuation of this Agreement or the continued training of other Program Participants.

5. Accreditation Compliance.

This agreement covers the University of Arizona College of Nursing and as such the accreditation agency ("Accreditation Agency") responsible for the accreditation of the academic programs within the College of Nursing is the Commission on Collegiate Nursing Education (CCNE).

6. University Responsibilities.

- A. Maintain accreditation by the CCNE.
- B. Provide qualified faculty and a structured educational experience to Program Participants pursuant to CCNE or board specific standards.
- C. Operate and manage the College of Nursing and its associated nursing student programs in accordance with CCNE guidelines.
- D. Assume overall responsibility for the clinical educational programs at the College of Nursing and evaluation of Program Participants at all clinical training sites through the appropriate College of Nursing faculty. The ultimate responsibility for the academic education of Program Participants rests with the College of Nursing. College of Nursing faculty will be responsible for communicating to the Program Participant and the clinical training site the Program Participant's learning goals and objectives.
- E. Designate a member of the College of Nursing's faculty to arrange for supervision, provide coordination, oversight and direction of Program Participant training activities and assignments while at Affiliate.
- F. Provide Program Participants in good standing, meaning that each Program Participant will be (1) duly certified and/or licensed pursuant to the requirements of the State of Arizona, or will be deemed exempt from such requirement by the applicable licensing board and (2) will have successfully completed the academic training necessary for participation and be in good standing within their academic program and the College of Nursing. The University agrees to promptly remove a Program Participant from the rotation at the Affiliate's site if he/she is no longer in good standing with the University.
- G. Furnish the Affiliate with documentation, upon execution of this Agreement and separate written request, that the Program Participants have completed: (a) training in Human Blood and Body Fluid Precautions that meets Occupational Safety and Health Administration (OSHA) Regulations; (b) immunization for Hepatitis B or a signed OSHA declination; (c) an annual skin test, chest x-ray or other appropriate health test or survey for Tuberculosis; and (d) immunization for Measles and Rubella.
- H. Notify Program Participants of Affiliate's requirement to comply with all applicable policies, procedures, rules and regulations of Affiliate. Upon Affiliate's request, the University will remove any Program Participant from the training program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of the State of Arizona.
- I. University agrees to provide basic HIPAA Privacy and Security Rule training to its Program Participants prior to placement at Affiliate and that department records of completion of such training will be available to Affiliate upon written request. University also agrees to notify Program Participants that they are required to comply with Affiliate's HIPAA policies and procedures during their rotation at Affiliate.

J. Affirmation of Good Standing.

- i. University affirms that it has complied with its internal policies and that its health sciences students participating in clinical rotations are in good standing with the University.
- ii. University also affirms that it requires its health sciences students to obtain fingerprint clearance cards as a condition of their admission or participation in clinical rotations in accordance with A.R.S. §§ 15-1649 and 15-1881, University Handbook for Appointed Personnel 2.23, and Arizona Board of Regents Policy 6-709.

K. Notwithstanding the foregoing, University agrees to notify Program Participants that Affiliate may require them to undergo and successfully complete additional requirements such as criminal background checks, fingerprinting, drug screens, etc., in order to receive clearance from Affiliate to participate in its programs. Any additional requirements cannot be paid for by the University.

7. Affiliate Responsibilities.

- A. Affiliate and its staff retain ultimate control and authority over all parameters of its obligations to provide safe patient care. Affiliate has ultimate decision making power over the details of care including training activities and direct supervision of Program Participants learning experiences.
- B. All patient orders and staff instructions, methods, techniques and procedures initiated and/or performed by Program Participants will be subject to prior review, approval and counter signature by appropriate Affiliate licensed clinical personnel. Affiliate, together with its patient care staff, agrees to maintain exclusive control over Affiliate's patients' care and be the responsible party for all decisions related to such health care and treatment. Program Participants will not have independent authority.
- C. Affiliate personnel will proactively inform Affiliate's patients, customers and others concerning the training role of the Program Participants in order to prevent any mistaken impression by the patients or others.
- D. The administration of all clinical services at Affiliate's facilities will be the sole responsibility of, and under the complete and immediate direction, control and professional supervision of Affiliate's appropriate staff and authorized agents and consultants. University faculty will be responsible for communicating to the Program Participants and clinical site personnel the Program Participants' learning goals and objectives. Additionally, in conjunction with the clinical site, the faculty will select those learning experiences that are most likely to satisfy those learning goals and objectives. Acceptable schedules and training assignments for the Program Participants will be developed jointly between the Parties to ensure non-interference with Affiliate's primary mission.
- E. To carry out programs covered by this Agreement, Affiliate will assume responsibility for selecting and designating competent site personnel to serve as supervisors, liaisons, program coordinators, etc. Affiliate and its professional staff agree to provide immediate and direct supervision of all Program Participants assigned to the Affiliate and its affiliated institutions. Affiliate agrees to notify its staff of the obligations covered by and agreed to in this Agreement.
- F. Affiliate will provide Program Participants covered by this Agreement emergency medical care and treatment in a life-threatening situation while in training at Affiliate's facilities; however, if the Affiliate does not provide Emergency Room care in such facilities, Affiliate will provide for the prompt and appropriate transfer of the Program Participant to such a facility. In such case, Affiliate does not assume the associated expenses for such medical treatment, including costs of transfer and further treatment.
- G. Affiliate agrees to provide Program Participants any additional training beyond that required by Section 6, paragraph G related to Human Blood and Body Precautions, if required by Affiliate's facilities and programs.
- H. Affiliate agrees to promptly provide the University a written statement describing the reason or reasons for the removal of the Program Participant due to the Program Participant's

unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of the State of Arizona.

- I. Affiliate assumes sole responsibility to monitor appropriate billing practices.
- J. In accordance with CCNE guidelines Affiliate will comply with, at a minimum, the following:
 - i. Ensure responsibility for the control and operation of Affiliate's facilities and its programs.
 - ii. Cooperate with the University and acknowledge its sole authority with respect to academic programs.
 - iii. Provide the clinical facilities and equipment reasonably necessary for the Program Participants' clinical training and allow reasonable use of medical libraries, classrooms and conference rooms, as mutually agreed.
- K. Affiliate will, on reasonable request, permit representatives of University and academic accreditation agencies to inspect its facilities, the services made available for the placement of Program Participants, Program Participant records, and other information relevant to the placement.
- L. Affiliate will, at the commencement of a Program Participant's placement, provide the Program Participant with an orientation about Affiliate's policies, procedures, standards and practices relevant to the Program Participant's placement. If applicable, Affiliate will also provide to Program Participants HIPAA policies and procedures that are unique to Affiliate's facilities.

8. Insurance.

- A. The University will maintain comprehensive general liability insurance coverage and professional errors and omissions liability (professional liability) coverage reasonably satisfactory for protection of assigned Program Participants as established in accordance with Arizona Revised Statutes § 41-621, et seq., (State of Arizona Self-Insured Program), or amendments thereof, or other pertinent statutes. Such insurance will be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon execution of this Agreement and separate written request, the University will furnish the Affiliate proof of such insurance coverage. However, provision of such proof of insurance coverage will not constitute acceptance of Affiliate's tender of defense of allegations of negligence against Program Participants to the University.
- B. Affiliate will maintain comprehensive general liability insurance coverage, premises liability coverage, and professional errors and omissions liability (professional liability) coverage in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon execution of this Agreement and separate written request, the Affiliate will furnish the University of Arizona proof of such insurance coverage.
- C. Each Party will notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either Party's notice of the other's discontinuation of insurance coverage, the other Party will then have the right to immediate termination of the Agreement. *Proof of such insurance coverage does not designate Affiliate as an additional insured.* It is also understood and agreed that such insurance coverage is excess over any other available and collectible insurance from any other source.

9. Confidentiality/HIPAA.

- A. For purposes of the Health Insurance Portability and Accountability Act (HIPAA), University and Affiliate acknowledge that Program Participants are part of Affiliate's "work force," as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the University and Affiliate.
- B. In keeping with all federal and state rules and regulations regarding patient confidentiality, the University will notify the Program Participants that they are responsible for maintaining the confidentiality of patient information. The University expects that Affiliate will not permit

Program Participants to access, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this Agreement or in furtherance of any litigation arising out of Program Participant's affiliation. Additionally, because of the University's potential reliance upon Affiliate for information required by federal, state and/or accreditation requirements, Affiliate agrees to provide University access to such information for those purposes. The University will advise Program Participants that they are not permitted to discuss, transmit or otherwise communicate, in any form, any patient information of a personal nature, medical or otherwise, obtained by the Program Participants, except as a necessary part of the training programs covered by this Agreement. University will affirm that all Program Participants have received training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental records of completion of such training will be available to Affiliate upon written request. University expects that Affiliate will provide any additional training to Program Participants as members of its work force. University agrees to notify Program Participants of such requirement and Affiliate will provide University with records of such attendance.

10. Bloodborne Pathogens. Affiliate agrees that, upon report of a blood/body fluid exposure by a Program Participant, Affiliate will provide assessment and initial prophylactic treatment if applicable, within the time limits articulated, in compliance with the most recent Centers for Disease Control (CDC) Guidelines and consistent with the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Standards. In addition, Affiliate will immediately make available to the affected Program Participant a copy of all records of such treatment and follow up if available regarding the HIV, HBV and HCV status of the source, to the extent permitted by law. Finally, Affiliate will provide copies of all incident reports documenting the circumstances of the exposure to: University of Arizona Risk Management & Safety, PO Box 210300, Tucson, AZ 85721-0300, Attn: Associate Director. Affiliate will not be responsible for any post-exposure testing and further prophylactic drug treatment. The University of Arizona College of Medicine agrees that it will reimburse Affiliate for the cost of providing the initial prophylactic treatment upon reasonable demand for payment sent to the UA College of Medicine Administration, P.O. Box 245017, Tucson, Arizona 85724-5017. Affiliate will not bill Program Participant for the initial prophylactic treatment.
11. Compliance. The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Agreement.
12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
13. Indemnity. To the fullest extent permitted by law, Affiliate agrees to indemnify and hold harmless the University and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the activities of Program Participants carried out in furtherance of the terms of this Agreement, including alleged losses caused in part or whole by any passive or active negligent act or any omission by the Program Participants. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist regarding any party or person articulated in this paragraph. Affiliate's obligation under this paragraph will not extend to any liability caused by Program Participants acting outside the course and scope of the duties required by this Agreement.
14. Non-discrimination. The Parties will comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration. Additionally, in the course of carrying out duties pursuant to this Agreement, Affiliate agrees that, if a Program Participant makes an allegation or complaint either to Affiliate or to University that s/he has been subjected to unlawful discrimination by Affiliate, Affiliate agrees to cooperate with University to investigate and resolve such allegations or complaints.
15. State Obligation. The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. If the Legislature fails to appropriate the necessary funds or if the

University's appropriation is reduced during the term of this Agreement, the Arizona Board of Regents may reduce the scope of the University's involvement in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the Affiliate as soon as reasonably possible after the unavailability of such funds comes to the Board's attention.

16. Conflict of Interest. This Agreement may be canceled pursuant to Arizona Revised Statutes § 38-511 as amended, without penalty or further obligation, if any person significantly involved in initiating, negotiating, creating, drafting, or obtaining this Agreement on behalf of the Arizona Board of Regents is at any time while this Agreement or any renewal and extension of this Agreement is in effect, an employee or agent of the Affiliate in any capacity or a consultant to the Affiliate with respect to the subject matter of this Agreement. Cancellation will be effective when written notice is received, unless the notice specifies a later time.
17. Arbitration. The Parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the Parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.
18. Assignment. Neither Party may assign any rights or obligations under this Agreement without written notice provided to the other Party.
19. Notices. Service of all notices under this Agreement will be sufficient if mailed to that Party's address set forth herein, by naturally recognized overnight courier service or by certified or registered mail, return prepaid, addressed to the Party as follows:

Affiliate: Amphitheater Unified Public Schools District No. 10
701 W. Wetmore Road
Tucson, Arizona 85705
Attn: _____

University:
Office of Research & Contract Analysis
888 N. Euclid Ave., Room 515
Tucson, Arizona 85721-0158

With a copy to:
Health Sciences Contracting Office
The University of Arizona
1501 N. Campbell Avenue, Room 1104
P.O. Box 245171
Tucson, AZ 85724-5171
Attention: Director, Health Sciences Contracts

Notices given in the manner described above will be deemed received by the addressee on the third business day after the date of mailing.

20. Additional Features. Each Party reserves the right to request that additional features be included in the programs covered by this Agreement that a Party deems necessary, provided that such additional features are consistent with the policies of both Parties. Both Parties hereby agree to give reasonable consideration to all requests, but no additional feature will be added until mutually approved in writing, by authorized signatories for both Parties. In addition and as a matter of record, both Parties agree that all understandings, interpretations, decisions and acts arising or resulting from, or in the performance of, this Agreement will be construed, governed and settled on the basis of the provisions of this integrated Agreement.
21. Special Provisions.
 - A. The Special Provisions, which may be attached, will set forth additional particular responsibilities of the Parties hereto and, are, by this reference, made for all purposes a part of this Agreement.

They are not intended to limit the Parties from developing Special Provisions for other programs covered by this Agreement. In cases where the representations of the Special Provisions differ from those in the General Provisions, the representations in the General Provisions will control.

- B. Special Provisions will be added or amended as necessary to reflect changes including, but not limited to, payment, personnel or supervisor changes, and will be attached to and become a part of this Agreement when such Special Provisions have been mutually agreed to and signed by the appropriate and authorized persons from each Party.

22. Governing Law. The laws of the State of Arizona govern this Agreement, without effect to its conflict of law rules.
23. Entire Agreement. This document constitutes the entire agreement between the Parties. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the authorized signatories for each Party.
24. Supersedes. This agreement, upon its execution, will supersede the previous agreement between the Parties (effective date September 1, 2001).

The persons executing this Agreement represent and certify that they have the full power and authority to enter into this Agreement on behalf of the entities for which they are signing.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement in duplicate by properly authorized persons.

APPROVAL:
**AMPHITHEATER UNIFIED PUBLIC
 SCHOOLS NO. 10**

APPROVAL:
**ARIZONA BOARD OF REGENTS on
 behalf of THE UNIVERSITY OF ARIZONA**

 Name: _____
 Title: _____
 Date : _____

 Name: Lewis Barbieri
 Title: Director, Office of Research & Contract Analysis
 Date: _____

Special Provisions

NONE