**CLINICAL EDUCATION AFFILIATION AGREEMENT BETWEEN**

**HOWARD UNIVERSITY**

**AND**

This Agreement, effective as of the date of the most recent signature affixed hereto, (“Effective Date”), is made by and between Howard University, on behalf of the       (the “University”) and      , (the “Industry Partner”).

**RECITALS**

**WHEREAS**, the University has a degree program in the discipline of       (the “Program”) that requires students enrolled therein to participate in clinical learning experiences as set forth in the Program’s curriculum and in accordance with the professional certification and accreditation body for that discipline;

**WHEREAS**, the Industry Partner is engaged in certain clinical activities that can provide a part of the required clinical learning experience for students enrolled in the Program, if such students are allowed to participate in educational activities;

**WHEREAS**, the Industry Partner desires to assist the University by providing experience for University students in an effort to contribute to the educational preparation of future health care professionals; and

**WHEREAS**, this arrangement also assists the Industry Partner to achieve its mission.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the University and the Industry Partner agree as follows:

**COVENANTS**

**1.0 RESPONSIBILITIES OF THE UNIVERSITY**

It shall be the responsibility of the University to:

(a) Assume responsibility for the planning and implementation of the educational component of a student’s training;

(b) Assure that a University faculty member and a designee of Industry Partner coordinate the University’s academic requirements with Program activities of each student at the Industry Partner.

(c) Notify the Industry Partner, at the beginning of each training period, of the University’s planned schedule of student assignments by providing the Industry Partner with the names of the students, their levels of academic training, and the dates and hours of the clinical education assignment for each such student;

(d) University’s designated “Clinical Coordinator” shall provide the Industry Partner with a list of the assignments that the students may assume during their clinical experience at the Industry Partner, as well as other documentation regarding matters related to clinical education;

(e) Assure continued compliance with the educational standards established by the appropriate accrediting organization;

(f) Document and maintain the necessary records for students’ clinical learning experiences;

(g) Advise the students of their obligation to comply with all applicable University and Industry Partner rules, regulations, policies and procedures; and

(h) Indemnify and hold harmless the Industry Partner, its officers, employees and representatives from and against any and all claims, damages, judg­ments, and actions including, but not limited to, the costs, expenses, and reasonable legal fees incurred in defending such claims, damages, judg­ments, and actions, arising by reason of the acts or omissions of the University, the University’s students, faculty members or employees under this Agreement. The Industry Partner agrees to give the University written notice of any claim, cause of action or demand for indemnification arising from or relating to performance under this Agreement within 30 days after the Industry Partner knew or should have known of the basis for such a claim or demand.

(i) Advise all University faculty and students participating in the clinical learning experience (“Participants”) that they are required to protect and maintain, as mandated by federal, state, and local laws, regulations, ordinances and applicable accreditation standards, the confidentiality of all health information to which the Participants may gain access to or have disclosed to them in the course of their educational experience and not use or disclose such information for any other purpose.

(j) The University and its agents, representatives, employees, Faculty and Students agree to hold confidential and not disclose to anyone else all knowledge and information obtained about Industry Partner, including, but not limited to patient information, operation information, information regarding the business of Industry Partner, its policies, procedures, guidelines, or processes, and information regarding its agents, representatives, employees, contractors and staff, both credentialed and non-credentialed (collectively “Confidential Information”). Participants shall agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information (collectively “PHI”) (as those terms are defined in 45 CFR Section 160.103), other than as permitted by HIPAA Requirements (as defined in Section 5.0) and the terms of this Agreement. University shall train students not to use Confidential Information or PHI except as required to perform patient care activities under this Agreement. The rights and obligations of this Section 1(j) shall survive the expiration or sooner termination of this Agreement.

(k) Maintain a program of continuous and adequate general and professional liability insurance in the amount of $1,000,000 per occurrence/$3,000,000 in the aggregate for the term of this Agreement, including for the Participants for claims and judgments arising out of their activities. The University shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify Industry Partner in writing of any changes, reductions or cancellation of such insurance.

(l) Notify students of their responsibility to bear the cost of transportation, meals, and lodging related to their clinical rotation with the Industry Partner.

(m) Ensure that the following student requirements have been met and the students provide documentation upon request to Industry Partner, unless otherwise required herein prior to the commencement of the clinical rotation. These requirements may be updated by the Industry Partner from time to time by reasonable written notice to the University:

* + 1. That students have been advised by the University of the need for testing for (and where necessary inoculation against) communicable diseases, specifically including Hepatitis B. The University agrees to advise students that they must provide Industry Partner with proof of testing and/or inoculation for such communicable diseases as a condition to eligibility for participation in clinical training.
    2. That University has advised the student to provide a criminal background check and checked the Participants against the HHS/OIG List of Excluded Individuals/Entities, GSA list of Parties Excluded from Federal Programs, and applicable State Exclusion list, on all students who will be completing a clinical rotation for Industry Partner.
    3. That students have obtained HIPAA training.
    4. That students have obtained and will maintain Basic Life Support (BLS) and First Aid certification through the American Heart Association.
    5. That students have obtained and can provide evidence to Industry Partner of any technician and/or intern licenses, that are required by law, for any state where the student will be completing a clinical rotation with Industry Partner.
    6. Where the students are authorized to administer immunizations, that students have obtained a certificate of completion of a Board of Industry Partner approved immunization certification course in the applicable jurisdiction.

**2.0 RESPONSIBILITIES OF THE INDUSTRY PARTNER**

It shall be the responsibility of the Industry Partner to:

(a) Provide a planned, supervised program of clinical experiences, as specified in writing to the University, for each student’s placement and shall maintain complete records and reports on each student's performance, providing evaluations to University on forms provided by University.

(b) Permit representatives of University and academic accreditation agencies to inspect its facilities, the services made available for the placement of students, student records, and other information relevant to the Program.

(c) Designate an Industry Partner staff member as the “Supervisor” under this Agreement to be responsi­ble for the coordination and implementation of the clini­cal portion of the Program at the Industry Partner. The Supervisor shall assure that each student has a consistent and appropriate level of clinical and administrative supervision. The Supervisor will review and direct the student’s work and services from a clinical perspective. The Supervisor shall also meet the criteria established by the appropriate accredit­ing organiza­tion and shall be provided adequate time to plan and implement such portion of the Program and, when feasible, to attend relevant University faculty meetings and conferences;

(d) Accept such students, as the Supervisor agrees, to be enrolled in the clinical portion of the Program conducted at the Industry Partner;

(e) Provide orientation to students regarding the Industry Partner, its equipment, procedures, and policies and to provide such students copies of its rules and regulations;

(f) Evaluate the performance of the students, in a manner and to extent agreed to by the University and the Industry Partner, using evaluation forms provided by the University. The completed evaluation forms shall be completed and forwarded to the Clinical Coordinator within one week following the conclusion of each student’s participation in the clinical portion of the Program conducted by the Industry Partner;

(g) Retain responsibility for the supervision and care of services provided to the Industry Partner’s patients;

(h) Provide the use of the Industry Partner’s equipment to the students, as necessary, to conduct the clinical portion of the Program, including, when practicable, the use of a library, study areas, office space, lockers, and cafeteria facilities;

(i) At regular intervals, as specified by University, Industry Partner shall provide University with an outline of the curriculum / schedule for Industry Partner’s Program.

(j) Advise the University at the earliest possible time of any material difficulty of a student to progress toward achievement of the stated objec­tives of the clinical portion of the Program and/or a meeting a satisfactory evaluation being conducted at the Industry Partner. Notwithstanding the foregoing, the Industry Partner may, at any time, exclude from participation any student:

i. whose performance, as determined by the Industry Partner, is inconsistent with the care of patients;

ii. who fails to comply with proper channels of communication at training site or with Industry Partner’s policies and procedures;

iii. whose performance is otherwise determined to be unsatisfactory by Industry Partner; or

iv. who violates Federal, state or local law, or Industry Partner’s rules, regulations, procedures or policies.

(k) Inform the University of any change in its operations or policies that may materially affect the portion of the Program being conducted at the Industry Partner;

(l) Provide the student with a respectful, professional work environment, free of workplace harassment, unlawful discrimination or sexual harassment, with legally compliant policies consistent with best practices in the Industry Partner’s industry.

(m) Provide or arrange for immediate necessary medical treatment to students in the event of an accident or sudden illness occurring at the Industry Partner. It shall be the duty of the University and/or student to provide payment or adequate health insurance coverage and any subsequent related care; and

(n) Indemnify and hold harmless the University, its trustees, officers, employees, students, and representatives from and against any and all claims, damages, judgments, and actions including, but not limited to, the costs, expenses, and reasonable legal fees incurred in defending such claims, damages, judgments, and actions arising by reason of the acts or omissions of the Industry Partner under this Agreement. The University agrees to give the Industry Partner written notice of any claim, cause of action or demand for indemnification arising from or relating to performance under this Agreement within 30 days after the University knew or should have known of the basis for such a claim or demand.

(o) Maintain a program of continuous and adequate general and druggist liability insurance in the amount of $1,000,000 per occurrence/$3,000,000 in the aggregate for the term of this Agreement. The Industry Partner shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify School in writing of any changes, reductions or cancellation of such insurance.

**3.0 NON-DISCRIMINATION**

It shall be the mutual responsibility of the University and the Industry Partner to comply with all federal, state and local laws that are applicable to activities carried out under this Agreement. The parties agree not to engage in unlawful discrimination on the grounds of race, color, personal appearance, sex, religious creed, marital status, national or ethnic origin, age, sexual orientation, handicap status or disability, family responsibilities, political affiliation, source of income or any other basis proscribed by such laws.

**4.0 CLINICAL COORDINATOR**

The University’s Academic Clinical Coordinator under this Agreement shall be      . Only the Clinical Coordinator and those University representatives who are signatories hereto, shall be authorized to administer this Agreement.

1. **HIPAA REQUIREMENTS**

Both parties agree to comply with the Health Insurance Portability and

Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all of which (including HIPAA, HITECH, the Federal Privacy Regulations, and the Federal Security Regulations) will be collectively identified herein as “HIPAA Requirements”. University shall ensure students only use Industry Partner's patient PHI only for HIPAA authorized purposes and only during instruction at Industry Partner. The University acknowledges and agrees that all patient records of Industry Partner shall be and remain the property of and in the custody of Industry Partner. Upon termination of this Agreement, students shall neither retain nor have access to the patient record of any Industry Partner patient under this Agreement. Both parties will make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. University agrees that it will not request or receive any PHI of Industry Partner under this Agreement. The rights and obligations of this Section 5 shall survive the expiration or sooner termination of this Agreement.

1. **PARTICIPATION IN FEDERAL HEALTH CARE PROGRAMS**

The parties represent and warrant to each other that neither they, and with respect to the University, the Program Participants participating hereunder: (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal Health Care Programs as defined in 42 U.S.C. Section 1320a-7b(f) (“Federal Health Care Programs”); (ii) are convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are under investigation or are otherwise aware of any circumstances which may result in exclusion from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 6 shall give the non-offending party the right to immediately terminate this Agreement for cause.

1. **TERM**
2. The initial term of this Agreement shall be       months from the effective date of this Agreement. Subsequently, at the end of the initial term, this Agreement will automatically renew for successive       year periods unless either party provides written notice of termination ninety (90) days prior to the automatic renewal date.
3. Either party may terminate this Agreement without cause upon ninety (90) days’ prior written notice to the other party. Termination without cause shall not prevent the student Participants already assigned to Industry Partner under this Agreement at the time of termination from completing the clinical portion of the Program at Industry Partner, and the Agreement will remain in effect until such Participants’ assignment to Industry Partner has concluded.
4. Either party may terminate this Agreement in the event the other party breaches any of its material obligations hereunder, provided however, that the defaulting party shall have thirty (30) days to cure such breach after written notice is given by such non-breaching party specifying the alleged breach.

**8.0 NOTICES**

All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be deemed given when actually delivered to the address designated below.

If to the University: If to the Industry Partner:

Howard University

College of Pharmacy

Experiential Learning

2300 4th Street, NW

Washington, DC 20059

With a copy to:

Office of the General Counsel

Howard University

2400 6th Street, NW, Suite 321

Washington, DC 20059

**9.0 FORCE MAJEURE**

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

**10.0** **COMPLIANCE WITH LAWS**

The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

**11.0 RIGHTS OF THIRD PARTIES**

Nothing contained herein is intended to convey any legally enforceable rights in third parties.

**12.0 ASSIGNMENTS**

This Agreement shall not be assigned in whole or in part without the prior written consent of both parties.

**13.0 NON-WAIVER**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

**14.0 CONTROLLING LAW**

This Agreement shall be governed by the law of the District of Columbia, without reference to its conflict of laws provisions. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction.

**15.0 MODIFICATIONS**

No revision or modification of this Agreement shall become effective unless it is in writing and is signed by each party.

**16.0 RELATIONSHIP OF PARTIES**

At all times under this Agreement, the Industry Partner, the University and Participants shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employer-employee or agent-servant relationship between or among the parties. Further, no University student or faculty member shall be considered an employee of the Industry Partner for purposes of this Agreement and Industry Partner will not be responsible for Worker’s Compensation coverage with respect to any student.

**17. ATTACHMENTS**

Additional details and description of the program may be found in Exhibit A, if checked below and attached. Exhibit A is incorporated herein for the sole purpose of elaborating on the agreed upon activities under the Agreement. The main agreement shall control in any conflict between the Agreement and Exhibit A.

List of attachments incorporated:

Exhibit A

**18. ENTIRE AGREEMENT**

# This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement

**HOWARD UNIVERSITY**  **INDUSTRY PARTNER**

By: By: Anthony K. Wutoh, Ph.D., R.Ph.

Provost and Chief Academic Officer

ACKNOWLEDGED BY:

**STUDENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FACULTY MEMBER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_