Purpose:

In an effort to enhance UNMC’s mission of teaching, research and service, the College of Pharmacy offers clinical practice experiences for its students at affiliated sites. UNMC requires an academic affiliation agreement to be executed to promote a planned, supervised program of clinical experience for students.

Policy:

An affiliation agreement for clinical education must be executed before students may complete practice experiences at an off-campus site. The preferred agreement to use is the UNMC College of Pharmacy Affiliation Agreement for Clinical Education (“Standard Affiliation Agreement”). However, if approved by UNMC Office for Academic Affairs, the experiential site’s agreement or an amended version of the Standard Affiliation Agreement (“Non-Standard Affiliation Agreement”) may be used.

Students may be permitted to complete practice experiences at a site for which the affiliation agreement expired during the current academic term. No students may be assigned to a site for which the agreement has expired until the agreement has been renewed or a new agreement has been executed.

Procedure:

New Sites – Standard Affiliation Agreements
1. Office of Experiential Programs (OEP) will request, either verbally or in writing, that the site enters into the UNMC College of Pharmacy’s Affiliation Agreement for Clinical Education at Affiliation Institution (see attached)
2. OEP mails two (2) copies of agreement to site for signature. Site signs and returns both copies to OEP.
3. OEP scans signed agreement for record-keeping purposes and forwards both original copies to Dean’s office for signature.
4. Dean’s office signs agreements and forwards both copies to UNMC Office of Academic Affairs.
5. Office of Associate Dean for Academic Affairs signs both copies, retains one copy for their files and returns the other copy to OEP.
6. OEP retains photo copy of fully executed agreement for their files and returns original to site.
New Sites – Non-Standard Affiliation Agreements
1. Sites may request to use their own agreement by providing an electronic copy of the agreement to OEP or request amendments to the Standard Affiliation Agreement.
2. OEP will review site’s agreement or requested amendments to standard agreement, and mark requested revisions based on the checklist for Non-Standard Academic Affiliation Agreements provided by the UNMC Office of Academic Affairs.
3. OEP will forward agreement to Associate Dean of Student Affairs and Office of the Vice Chancellor for Academic Affairs for their review and approval.
4. Upon approval and/or final revision, OEP will return agreement with requested revisions to site for their review and approval.
5. Upon receipt of final agreement from site, OEP will forward two (2) copies to Dean’s office for signature.
6. Dean’s office signs agreements and forwards both copies to UNMC Office of Academic Affairs.
7. Office of Associate Dean for Academic Affairs signs and returns both signed copies to OEP.
8. OEP scans agreement for record-keeping purposes and returns both copies to site for their signature.
9. Site returns fully executed copy to OEP, which is photo-copied and scanned for OEP files and forwarded to UNMC Office for Academic Affairs.

Renewals
1. OEP will initiate renewals no less than 90 days prior to the agreement’s expiration date.
2. OEP will review the current agreement to determine whether any revisions are necessary.

a. For COP Standard Affiliation Agreements:
   i. If no revisions are needed, OEP will send a renewal request letter to the site (see attached).
   ii. If revisions are needed, OEP will send a new standard affiliation agreement to the site (see new site procedure above).
   iii. If signed renewal letter or agreement has not been returned by site within two (2) weeks, OEP will contact site via phone or email to follow up.
   iv. If no reply has been received within two (weeks) of follow-up, OEP will send a final notice to site via certified, return receipt mail (see attached).
   v. If no reply is received within two (2) weeks and return receipt has confirmed delivery, Director of OEP will review site to determine possible change of site status.
b. For Non-Standard Affiliation Agreements:
   i. OEP will contact the appropriate individual at site via email or phone to inquire about renewing the current agreement.
      1. If site agrees to renew current agreement, OEP will inquire about site’s renewal procedures to determine whether site has a standard renewal letter or if one should be sent by OEP.
      2. If site has new agreement, OEP will request an electronic copy and follow new site procedure above to review and execute following new site procedures above.
   ii. If no reply is received within two (2) weeks, OEP will send a renewal request letter via certified, return receipt mail.
   iii. If no reply is received within two (2) weeks and return receipt has confirmed delivery, Director of OEP will review site to determine possible change of site status.
Board of Regents, of the University of Nebraska
a corporate public body, by and on behalf of the
College of Pharmacy
University of Nebraska Medical Center
986000 Nebraska Medical Center
Omaha, NE 68198-6000
Hereinafter called (“UNMC”)

Affiliated Institution
Affiliated Institution Address

UNMC desires to enhance its mission of teaching, research and service and both UNMC and AFFILIATED INSTITUTION enter into this Agreement to promote a planned, supervised program of clinical experience for students in College of Pharmacy at the AFFILIATED INSTITUTION. The parties agree that the AFFILIATED INSTITUTION will permit a mutually agreed upon number of UNMC students to participate in patient care of the AFFILIATED INSTITUTION patients under the supervision of designated clinical faculty.

The parties mutually agree that this written document (pages 1-4 and Exhibit I) represents the complete Agreement of both parties concerning the subject matter hereof and that any change in terms must be contained in writing executed by both parties.

The term of this Agreement shall be for three (3) years, effective date, and shall be renewed for successive terms of a three (3) year period upon the written approval of both parties. This Agreement may be terminated by either party upon sixty (60) days written notice accomplished either by personal service or by certified or registered mail upon the UNMC Office of Academic Affairs and the Affiliated Institution President. Any students enrolled in the ongoing program at the time of such termination notice shall be given the opportunity by the AFFILIATED INSTITUTION to complete the requirements of the program as offered at the time of their entry and in compliance with the conditions contained in this Agreement.

UNMC contact: John Ridgway, BS, RPh Telephone number: (402) 559-5774

AFFILIATED INSTITUTION contact: __________________________ Telephone number: __________________________

IN WITNESS THEREOF, the parties have executed this Agreement on the date shown below.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By __________________________
David A. Crouse, Ph.D.
Interim Vice Chancellor for Academic Affairs
Date: __________________________

By __________________________
Courtney V. Fletcher, Pharm.D.
Dean
Date: __________________________

UNMC Student at Affiliated Institution
I. MUTUAL AGREEMENT OF PARTIES

A. Both parties agree that students will not be deemed employees of the AFFILIATED INSTITUTION for any purpose but shall remain UNMC students who are present at AFFILIATED INSTITUTION solely as a part of their course of study at UNMC. The AFFILIATED INSTITUTION solely assumes no obligation for wages, worker’s compensation, professional liability insurances, health insurance, transportation, meals, room or uniforms for UNMC students. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by supporting education and patient care.

B. Neither UNMC nor the AFFILIATED INSTITUTION shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, age, color, disability, religion, sex, national or ethnic origin, marital status, genetic information, sexual orientation, political affiliation, Vietnam-era veteran status, or special disabled Veteran status. Sexual harassment in any form, including hostile environment and quid pro quo, is prohibited. Both parties agree to comply with Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.

C. Excluded Provider Representation and Warranty. Both parties represent and warrant that they have not, nor any, employee, agent, or representative participating under the terms of this Agreement are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal healthcare programs”); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of this Agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section. If either party becomes excluded from federal program participation, this Agreement may be terminated immediately, for cause, by the other party. If any employee, agent or representative of either party becomes excluded from federal program participation, such individual shall be removed from participating in this Agreement immediately. Failure by either party to remove such excluded individual immediately shall provide the other party the right to terminate this Agreement immediately for cause.

D. Both parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information. Both parties agree that students, residents, and trainees and all faculty supervising such individuals shall be governed as members of AFFILIATED INSTITUTION’s workforce for HIPAA purposes. Students, residents, trainees and supervising faculty shall access, use and disclose protected health information of AFFILIATED INSTITUTION only as permitted under AFFILIATED INSTITUTION’s HIPAA Compliance Plan and shall be subject to sanction, including exclusion from AFFILIATED INSTITUTION’s facilities upon violation.

II. RIGHTS AND RESPONSIBILITIES OF UNMC

A. During the term of this Agreement, UNMC shall maintain as its own expense the following professional liability insurance:

   1. Professional liability insurance or self insurance coverage in the amount of $500,000 per occurrence and $1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than $1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering employees and students (including house officers) of UNMC for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of
alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation of treatment; and

2. Professional liability insurance or self insurance coverage in the amount of $1,000,000 per occurrence and $3,000,000 in the annual aggregate covering employees and students (including house officers) of UNMC for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.

B. It is understood that the clinical education teaching program at the AFFILIATED INSTITUTION will not interfere with the primary mission of the care and treatment of patients, which shall remain the responsibility of the AFFILIATED INSTITUTION. UNMC shall require its students and faculty to adhere to the AFFILIATED INSTITUTION’s rules, regulations, policies and procedures while on the premises.

C. UNMC shall provide reasonable assurances to the AFFILIATED INSTITUTION that students participating in the Program meet the AFFILIATED INSTITUTION’s standards regarding health and immunization status. Upon written request, UNMC shall provide the AFFILIATED INSTITUTION with relevant health and immunization status, including Hepatitis B vaccination status and evidence of immunization for mumps, measles, rubella, tetanus, TB screening and Varicella immune status. UNMC shall provide the AFFILIATED INSTITUTION with relevant health information concerning its students, provided the student gives written authorization of release of the information. UNMC shall further offer to each student information regarding the Hepatitis B Vaccine and the opportunity to voluntarily obtain the Hepatitis B Vaccine prior to commencing clinical education experiences. UNMC shall provide the AFFILIATED INSTITUTION with written documentation of the student’s immunization or waiver of the option to receive the vaccine.

D. Students will be instructed in Universal Precautions as defined by the Centers for Disease Control and Prevention (CDC) and have OSHA inservice documentation. These records will be provided to the AFFILIATED INSTITUTION upon request.

E. Students will be instructed in Health Insurance Portability and Accountability Act (HIPAA) compliance. These records will be provided to the AFFILIATED INSTITUTION upon request.

F. UNMC students undergo a standard background check at their own expense. AFFILIATED INSTITUTION shall notify UNMC of background check requirements in writing prior to the effective date of Agreement. UNMC background check information may be found at Exhibit I.

G. Students shall undergo drug screening at their own expense if required by AFFILIATED INSTITUTION.

H. All students will be required to be enrolled in University of Nebraska Student Health Services for the outpatient, ambulatory care and inpatient insurance or demonstrate the approval equivalent insurance from another source.

I. UNMC does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

III. RIGHTS AND RESPONSIBILITIES OF THE AFFILIATED INSTITUTION

A. The AFFILIATED INSTITUTION shall retain the primary responsibility for patient care and treatment and for ensuring that the services rendered by students under this Agreement are performed in a competent, efficient and satisfactory manner. At all times when the student is involved in direct patient care and treatment, AFFILIATED INSTITUTION shall provide appropriate supervision.

B. The AFFILIATED INSTITUTION retains the right to terminate the use of its facilities, equipment or supplies by any student or faculty member when violations of the AFFILIATED INSTITUTION’s rules, regulations, policies or procedures occur. Such action normally shall not be taken until the grievance
against any student or faculty member has been discussed with the appropriate representative of UNMC. The AFFILIATED INSTITUTION reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

C. In the event of an onset of illness or injury of a student during clinical assignment, appropriate emergency care, as provided to employees, will be provided to the student by the AFFILIATED INSTITUTION. The student will be liable for the cost of such care.

D. The parties mutually concur with the Centers for Disease Control and Prevention Statement that there is a risk for accidental exposure to blood or bodily fluids for students in health profession education programs; and mechanisms for risk assessment and initiation of prompt treatment situations of high risk exposures are necessary. Therefore, the AFFILIATED INSTITUTION shall have in place an Accidental Exposure to Patient Blood or Bodily Fluids policy. If an accidental exposure to blood or bodily fluids occurs to a faculty member or a student, they will be treated as AFFILIATED INSTITUTION employees are treated for accidental exposures.

The AFFILIATED INSTITUTION is responsible for: assessing potential risk; if necessary securing permission and a blood sample from the patient (faculty member or student) for testing; cost of blood testing; and securing medication required for emergency treatment of high risk exposures. The faculty member or student is responsible for obtaining follow-up care and is liable for the expense. A report of any occurrence of an accidental exposure involving faculty or students shall be forwarded to the appropriate academic unit at UNMC.
Background Check Information

All UNMC students undergo a standard background check at their own expense. College of Pharmacy students, effective with the Class of 2015, complete their pre-admission background check through Certiphi (www.certiphicom) as part of their PharmCAS (www.pharmcas.org) admission process.

Prior to beginning their P4 year Advanced Pharmacy Practice Experiences, Pharmacy students are required to complete an additional background check through OneSource (www.onesourcebackground.com).

Both Certiphi and OneSource provide the thorough background verification and investigation services which include:

- Criminal records search (county, state, federal, and international)
- Social Security Number verification
- Adverse action notification
- Civil records search (county, state, and federal)
- HIPDB (Healthcare Integrity and Protection Data Bank)
- Sanction search of excluded individuals
- Maiden Name/AKA search
- NE Adult and/or Child Abuse Registry
- Sex Offender
- Global Watch terrorist watch list