

UNC HOSPITALS AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”), made effective the __ day of _____, 202_ (“Effective Date”) by and between UNC Hospitals (“Training Facility”) and

_____ (“Educational Institution”). If the Effective Date is not noted herein, this Agreement is effective upon the signature of the last party to execute this Agreement. The parties understand and agree that the Agreement is intended to cover all programs at Educational Institution. If Educational Institution chooses to do so, it may list all programs it intends to utilize this Agreement on Exhibit C, attached hereto and incorporated herein by reference. The parties specifically state and agree that Exhibit C is optional, and is not required for Agreement to be valid and enforceable.

BACKGROUND STATEMENT

Educational Institution desires to obtain experiential learning experiences, including without limitation precepted clinical rotations, for its students. Training Facility is willing to provide such experiential learning experiences to students enrolled at the Educational Institution. The purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreement to provide learning experiences to the Educational Institution’s students.

STATEMENT OF AGREEMENT

ARTICLE ONE: DEFINITIONS

1) “Program Participant” refers to any student enrolled at Educational Institution and accepted by Training Facility for purposes of an experiential learning experience under this Agreement. The term Program Participant also includes any faculty, employees, or other personnel of Educational Institution who provide any instruction and/or supervision of Educational Institution’s students if such instruction and/or supervision occurs on the premises of Training Facility or via a virtual/remote presence at Training Facility. The term Program Participant further includes any students who participate virtually/remotely or are physically present at Training Facility for any pre-rotation interviews, visits, observational experiences, or group lecture experiences, if the hosting department elects to allow such activities to occur under this Agreement. Program Participant also includes any students of Educational Institution who accompany a non-employed provider with privileges at Training Facility to Training Facility as part of a precepted clinical rotation with such non-employed provider. For purposes of clarity, Program Participant does not refer to faculty of Educational Institution who will not instruct and/or supervise students at Training Facility via a virtual/remote presence at Training Facility.

2) “Educational Experience” refers to any experiential learning activity whereby students of Educational Institution participate in any type of experiential learning at Training Facility. The term “Educational Experience” includes clinical and non-clinical experiences, so long as the students placed at Training Facility are obtaining academic credit at the Educational Institution. The term “Educational Experience” includes experiences that are entirely or partially virtual/remote. The term “Educational Experience” also includes any visits by Program Participants who participate virtually/remotely or are physically present at Training Facility for any pre-rotation interviews, visits, observational experiences, or group lecture experiences and the activity otherwise qualifies as an Educational Experience that results in academic credit at

Educational Institution and Training Facility chooses to treat such visit as an Educational Experience.

ARTICLE TWO: EDUCATIONAL INSTITUTION OBLIGATIONS

Educational Institution agrees to:

1) Follow schedules and timelines established by Training Facility, including any specific schedules or timelines established by the hosting department of the Training Facility.

2) Maintain responsibility for assigning grades to its students. Appropriate individuals from Training Facility may provide input for evaluations as mutually agreed by the parties. Each hosting department of Training Facility, in conjunction with the faculty of the Educational Institution, may create its own evaluation process.

3) Ensure any faculty who will be teaching and/or supervising any Program Participants on-site (including via a virtual presence at Training Facility) complete any orientation or education required by Training Facility and its hosting department, in addition to the requirements applicable to faculty as Program Participants under this Agreement.

4) Ensure all Program Participants engaged in an Educational Experience under this Agreement meet the requirement set forth on Exhibit A, attached hereto and incorporated herein by reference. Training Facility maintains the right to impose additional requirements, certifications, or training on Program Participants in order to ensure Program Participants meet the same or similar requirements as the professional staff serving as preceptors under this Agreement. Training Facility agrees that it will provide adequate notice of any additional requirements to Educational Institution. Educational Institution agrees to maintain records evidencing that the requirements on Exhibit A are met by Program Participants, and to provide such documentation to Training Facility upon request. Educational Institution agrees to provide such documentation within two (2) hours of the Training Facility's request, unless Training Facility provides a longer timeline to fulfill the request. Training Facility agrees that all requests will be made during regular business hours.

5) Require all Program Participants to comply with all applicable policies, rules and regulations of Training Facility and all applicable federal and state laws and regulations, as they relate to the Educational Experience.

6) Be responsible for all worker's compensation claims by its employees, to the extent required by applicable law.

7) Provide Training Facility with a certification signed by an appropriate school official that identifies all Program Participants who will be placed at the Training Facility and confirms all Program Participants have met all requirements of this Agreement and Training Facility. Training Facility will provide Educational Institution with the required certification template.

8) To the fullest extent permissible by law, promptly notify Training Facility of any adverse event, report, claim, or cause of action.

9) As it relates to clinical Educational Experiences, Educational Institution shall provide Training Facility with an exposure control plan and guidelines for its Program Participants

in accordance with OSHA Standards for Bloodborne Pathogens and TB, or other applicable guidelines upon request. In the event a Program Participant requires first aid or emergency care for an illness or incident that occurs while he/she is participating in Educational Experience, the Program Participant should seek treatment at the closest Emergency Department for appropriate emergency counseling and treatment. Training Facility will not be responsible for any costs of such treatment, and the Program Participants, or their insurance, will be billed for any services provided by Training Facility.

10) Maintain sole responsibility for obtaining any permission(s) that may be necessary or appropriate with respect to any disclosure(s) by Educational Institution to Training Facility.

ARTICLE THREE: TRAINING FACILITY AGREEMENTS

Training Facility agrees to:

1) Provide rotations and/or experiences that meet the objectives of the Educational Experience.

2) Assist in the orientation of Program Participants and provide any required orientation/training in Training Facility's policies, procedures, rules and regulations, including, but not limited to, privacy training. Training Facility further agrees to make its applicable policies and procedures available to Educational Institution upon request.

3) Appoint an individual to coordinate the Educational Experience and to serve as liaison between the parties.

4) Maintain adequate professional liability insurance, which may be provided by a program of self-insurance, for itself and its employees in amounts required by and in accordance with applicable laws and regulations.

5) Make reasonable efforts to maintain the confidentiality of student information provided by Educational Institution to Training Facility.

ARTICLE FOUR: JOINT AGREEMENTS

1) Training Facility retains full responsibility and authority for the care and treatment of its patients while Program Participants are participating in any Educational Experience. The foregoing notwithstanding, Educational Institution will provide ongoing supervision of Program Participants.

2) The parties agree that Program Participants are included in Training Facility's workforce for the purposes of compliance with the Health Information Portability and Accountability Act and its accompanying regulations ("HIPAA").

3) Training Facility reserves the right, in its sole and reasonable discretion, to refuse participation in any Educational Experience to any Program Participant who does not meet requirements of Training Facility. Training Facility reserves the right, in its sole and reasonable discretion, to immediately discontinue a Program Participant's participation in the Educational Experience if the Program Participant fails to comply with pertinent Training Facility policies, rules or regulations. Training Facility will provide notice to Educational Institution in the event Training Facility rejects or discontinues a Program Participant's participation in an Educational Experience.

4) No Program Participant shall be deemed to be an employee or agent of Training Facility for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of his/her participation in the Educational Experience.

5) The parties agree their educational and/or employment practices will comply with such non-discrimination and other laws, rules, and regulations as may be applicable to them in the performance of this Agreement.

6) Training Facility will not be responsible for transportation or parking for Program Participants.

7) This Agreement shall begin on the effective date above and shall remain in place until June 30, 2025. This Agreement may be terminated at any time by either party without penalty provided that termination occurs at the end of the semester, and that written notice of such termination is furnished to the other party at least ninety (90) days in advance. The parties agree and understand that this Agreement terminates any prior agreement between the parties intended for the same or similar purpose, including any Affiliation Agreements intended to provide for educational experiences/rotations of students of Educational Institution at Training Facility.

8) The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

9) The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement. In the event Educational Institution is an agency of a state other than North Carolina, the parties agree that this Section shall be deemed to be deleted and replaced with the word "**Deleted.**"

10) This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified, except by agreement in writing executed by the duly authorized officials of both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement in their official capacities as of the Effective Date first written above:

TRAINING FACILITY:

EDUCATIONAL INSTITUTION:

UNC Hospitals

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Requirements applicable to all Program Participants (including without limitation students and faculty as defined above):

It is the responsibility of Educational Institution to ensure that all requirements are met.

1. Meet all current immunization and health requirements of Training Facility. Training Facility will provide updated requirements in the event of modifications to this list. As of January 1, 2022, the current list of health and immunization is set forth on Exhibit B.
2. Maintain current health insurance coverage. Educational Institution may confirm this requirement by confirming the existence of health insurance coverage at the beginning of any Educational Experience.
3. Maintain professional liability insurance coverage. Coverage must be provided by an occurrence-based professional liability policy with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. It is acceptable for Educational Institution to provide this coverage on behalf of its students, or Educational Institution may require Program Participants to provide their own coverage. Regardless of the source of coverage, it is the responsibility of Educational Institution to confirm that such coverage is in place. Any coverage that does not meet these requirements, including but not limited to lesser coverage limits and/or substitution of “claims made” coverage, will require the prior written approval of Training Facility’s Legal and Risk Management Department.
4. Completion of a criminal background check (“CBC”). At a minimum, the CBC shall be conducted in all states where Program Participant has lived, worked or gone to school, either within the past 7 years, or from the date that the assigned individual turned eighteen (18) years of age, whichever is shorter. The CBC may be no more than four (4) years old at the start of the Educational Experience. Educational Institution shall review all CBCs (or cause them to be reviewed by an appropriate third party) and notify Training Facility (or, with the consent of hosting department, cause Training Facility to be notified) of any potential Program Participant who has any item appear on his/her CBC. Training Facility will determine whether the potential Program Participant will be allowed to participate in any proposed Educational Experience.
5. Disclosure of any criminal convictions that do not appear on the CBC to Training Facility, including without limitation any convictions that occurred after the date the CBC was completed.
6. Completion of a urine drug screen or oral swab drug screen equivalent to the screen that the Training Facility requires of its employees in comparable positions. The current drug screen requirements is set forth on Exhibit B. The drug screen may be no more than twelve (12) months old upon entry to the Educational Institution’s program, provided the student is continuously enrolled and may not be more than four (4) years old at the start of the Educational Experience. Educational Institution shall review all drug screen results (or cause them to be reviewed by a third party) and notify Training Facility (or, with the consent of hosting department, cause Training Facility to be notified) of any potential Program Participant that has any positive reading on his/her drug screen. Training Facility will determine whether the potential Program Participant will be allowed to participate in any proposed Educational Experience.
7. Provide Training Facility the personally identifying information of Program Participant, to the extent such personally identifying information is reasonably required by Training Facility to provide access to Training Facility’s electronic medical record or to otherwise comply with laws, rules, regulations, or accreditation requirements binding on Training Facility.
8. Maintain current American Heart Association or American Red Cross BCLS. The hosting

department may choose to waive this requirement if the professional staff serving as preceptors under this Agreement are not required to maintain BCLS.

9. The hosting unit of Training Facility may choose to deem any Program Participant who is an employee of UNC Health Care System or NC Health to be in compliance with the requirements noted in items 1, 4, and 6 above. Any Program Participant who seeks to be deemed in compliance of such requirements due to his/her status as an employee of UNC Health Care System or NC Health must provide the Training Facility and hosting unit written permission to access his/her personnel files, including without limitation the occupational/employee health files, of UNC Health Care System or NC Health, as the case may be, to the extent such records are necessary to show compliance with items 1, 4, and 6 above.

EXHIBIT B

IMMUNIZATION AND HEALTH REQUIREMENTS

I. Tuberculosis

Annual training for all persons regarding the prevention of tuberculosis as mandated by the Occupational Safety and Health Administration (OSHA).

Tuberculosis screening, which includes the initial TB screening in the form of the TB 2-step method, or serological testing (Interferon Gamma Release Assay or T-spot). In the event of past positive responders, the documentation of positive testing is required, along with chest x-ray and TB Questionnaire.

Evaluation of all personnel exposed to tuberculosis as recommended by the CDC and mandated by OSHA.

II. Bloodborne Pathogens

Each Program Participant with reasonably anticipated exposure to blood or body fluids must be offered hepatitis B immunization as recommended by the CDC and mandated by OSHA. Persons refusing immunization must sign an informed refusal form as mandated by OSHA. Immunity should be assured for persons taking the vaccine by obtaining a quantitative anti-HBsAg titer 1-2 months after the last dose of hepatitis B vaccine in their series. Persons with an inadequate titer (i.e., <10 mIU/mL) should be offered the series of hepatitis B vaccine again and be retested for immunity using a quantitative test.

III. Measles

All Program Participants shall be immunized against measles unless they can demonstrate immunity against measles (rubeola). Immunity may be demonstrated by any of the following means:

- Serologic evidence of immunity (written documentation required). For all Program Participants, serologies may be provided by the Program Participant at his/her expense.
- Immunization with 2 doses of measles vaccine (MMR preferred) on or after first birthday, doses at least 4 weeks apart.

IV. Mumps

All Program Participants shall be immunized against mumps (unless they can demonstrate immunity against mumps). Immunity may be demonstrated by any of the following means:

- Serologic evidence of immunity (written documentation required). For all persons, serologies may be provided by the Program Participant at his/her expense.
- Immunization with 2 doses of mumps vaccine (MMR preferred) on or after first birthday.

V. Rubella

All Program Participants must have demonstrated immunity against rubella. Immunity may be demonstrated by any of the following means:

- Serologic evidence of immunity (written documentation required). For all personnel, serologies may be provided by the Program Participant at his/her expense.
- Immunization with 2 doses of rubella vaccine (MMR preferred) on or after first birthday.

VI. Varicella

All Program Participants must have demonstrated immunity against varicella. Immunity may be demonstrated by any of the following means:

- Serologic evidence of immunity
- Immunization with 2 doses of varicella vaccine on or after first birthday, doses at least 4 weeks apart.

VII. Annual influenza immunization

Mandatory for all Program Participants

VIII. Tetanus/diphtheria/pertussis (Tdap)

To demonstrate immunity against pertussis (whooping cough), all Program Participants must have documentation of adult or teen dose Tdap immunization, as per the most recent Advisory Committee on Immunization Practices (ACIP) recommendations. Post-exposure prophylaxis for tetanus with Td or Tdap should be provided per CDC/ACIP guidelines.

IX. COVID-19 Immunization

Complete COVID-19 vaccination series (2 shots if receiving Moderna or Pfizer vaccine, or one shot if receiving Johnson & Johnson vaccine)

DRUG SCREENING REQUIREMENTS

12 panel drug screen that includes the following drugs:

AMPHETAMINE/METHAMPHETAMINE, BARBITURATES, BENZOYLECGONINE-COCAINE METABOLITE, BENZODIAZEPINES, METHAMPHETAMINE ISOMERS, FENTANYL, METHAQUALONE, METHADONE, EXTENDED OPIATES, PHENCYCLIDINE, PROPOXYPHENE, and MARIJUANA METABOLITE. Extended Opiates is defined as: CODEINE, HYDROCODONE, HYDROMORPHONE, MORPHINE, OXYCODONE, and OXYMORPHONE. Training Facility will accept a urine drug screen or an oral swab drug screen.

EXHIBIT C (Optional for Educational Institution to complete)

Programs that Educational Institution intends to utilize this Agreement: