



## UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

### Frequently Asked Questions

**1. Where did this NorthBay Healthcare Uniform Clinical Training Affiliation Agreement come from?**

NorthBay Healthcare has adopted the Uniform Clinical Training Affiliation Agreement developed by The Association of American Medical Colleges (AAMC), which was designed to make the approval process for medical clinical rotations easier. With help from AAMC member schools and with extensive consultation with members of the National Association of College and University Attorneys as well as the American Health Lawyers Association (including their hospital members) and others, the AAMC Uniform Clinical Training Affiliation Agreement was developed. AAMC supports use of its uniform agreement for other health professional programs.

**2. Why are clinical training placements at low risk?**

The AAMC found that there was widespread agreement that such placements represent a very low risk of litigation or liability, probably because the students are under so many levels of supervision in the clinical setting.

**3. Our legal office developed a clinical affiliation agreement template recently and most hospitals agree to it with only a few changes. Why should we use the Uniform Clinical Training Affiliation Agreement now?**

A uniform agreement provides consistency and standardized expectations for both parties and can be implemented with a simple letter between the parties. It will make the process easier for everyone and thus should save time and money.

**4. Our current training agreement says it will be interpreted under our state law and provides that the other party will indemnify us if anything goes wrong. Why doesn't the Uniform Clinical Training Affiliation Agreement address those issues?**

The AAMC consulted with many attorneys representing both hospitals and medical schools as they developed the uniform agreement. Everyone agreed these agreements present a low risk legally. Because choice of law and indemnification provisions are objectionable to a number of schools and hospitals, and because the common law provides a resolution to those issues should they ever arise, the AAMC chose to omit them. Similarly, language addressing workers' compensation and binding arbitration

were common points of contention without substantially clarifying the relationship between the parties. In order to put an end to the “battle of the forms,” the uniform agreement is intentionally silent on these issues.

- 5. We are a state university with favorable governmental immunity laws that apply when our students do clinical rotations at hospitals within the state. We don't carry the levels of insurance provided for in the Uniform Clinical Training Affiliation Agreement. How can we use the uniform agreement if it doesn't agree with our state law?**

Regretfully, NorthBay Healthcare is unable to accommodate customization of the Uniform Clinical Training Affiliation Agreement, because it is simply not feasible for the organization to negotiate and manage a multitude of affiliation agreements. Use of the Uniform Clinical Training Affiliation Agreement, which was drafted to meet the needs of the vast majority of medical schools and hospitals, allows us to accept the largest number of students within the constraints of our administrative resources. Unique state law requirements that fall outside of the norm would require customized terms that NorthBay is unable to accommodate.

- 6. Paragraph A.8 in the Uniform Agreement requires the school to provide liability insurance for its students with limits of at least \$1M per occurrence and \$3M in annual aggregate. What if my state law has different requirements than stated in the Uniform Agreement?**

Please see the answer to Question 5 above.

- 7. The Uniform Clinical Training Affiliation Agreement has language that allows the Hospital to request removal of any student it determines is not performing adequately. Our lawyer told us we have to provide due process before we remove a student from our program. I am confused.**

Most hospitals insist on the right to remove a student from their facilities because they have the ultimate responsibility for the care of their patients. Similarly, schools retain the ultimate responsibility for the education of their students and may have to provide some form of due process relating to the student's participation in the program after the student has been removed from the hospital.

- 8. Our attorney general has told us we need to have certain “boilerplate” language in all of our agreements. We just attach a preprinted page with these provisions to any clinical training agreement we get. Can we do the same thing with the Uniform Clinical Training Affiliation Agreement?**

That would undermine the Agreement's utility to NorthBay.

**9. Our school does not take responsibility for conducting criminal background checks nor do we keep records of immunizations. Can we still use the Uniform Clinical Training Affiliation Agreement?**

No.

**10. The Uniform Clinical Training Affiliation Agreement says in paragraph F that HIPAA's Privacy Rule allows students access to patient medical information. Are you sure we do not need a Business Associate Agreement as part of our affiliation?**

AAMC's analysis follows that of the U.S. Department of Health and Human Services which answers a similar Frequently Asked Question by stating: "The definition of 'health care operations' in the Privacy Rule provides for 'conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers.'" Because students engaged in clinical training pursuant to the AAMC Uniform Clinical Training Affiliation Agreement are part of the HOSPITAL's workforce for HIPAA compliance purposes and come within the "minimum necessary requirements" for access to patient medical information, they may participate in training under the direct supervision of a covered entity without requiring a Business Associate Agreement.

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## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

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**A. Responsibilities of the SCHOOL**

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

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL 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 the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall 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. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

## **B. Responsibilities of the HOST AGENCY**

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) 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, including, where applicable: examination and evaluation by 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; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. 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 (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates 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 SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL 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.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

### **C. Mutual Responsibilities**

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL 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.

4. The SCHOOL 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 or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and 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 learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall 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 SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. 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 SCHOOL if such an action is required and the reasons for such action. The SCHOOL 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 SCHOOL will notify the HOST AGENCY if such action is required.

#### **D. Term and Termination**

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

#### **E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

#### **F. Health Insurance Portability and Accountability Act.**

Students participating in clinical 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" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.



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**G. No Agency Relationship Between the Parties.**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall 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**

If the SCHOOL is a public entity 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: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL 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; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

**J. No Special Damages**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

**K. 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 the Uniform Clinical Affiliation Agreement Implementation Letter.

**L. No Payments**

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

**M. Severability**

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

**N. Headlines**

Headlines in this AGREEMENT are for convenience only.

**O. 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 Uniform Clinical Affiliation Agreement Implementation Letter.

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## EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL 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 medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

### GUIDING PRINCIPLES:

**Duty:** Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical 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 medicine. 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 or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- 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

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- 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.

# AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

## IMPLEMENTATION LETTER

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL's student(s) and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

The AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) shall be modified such that its strict applicability is expanded from medical training programs to healthcare training programs in general. Therefore:

1. references to students, staff, and educators shall no longer be preceded by the word "medical"; and
2. references to "resident physicians" and "nurses" in the first paragraph of Exhibit A shall be deleted to give equal dignity to every healthcare program.

The AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) shall further be modified such that the phrase "applicable state law" in the 2<sup>nd</sup> sentence of Section A8 shall now read "applicable state *or federal* law."

The parties agree that references to SCHOOL shall include non-educational institutions wherein clinical learning experiences are essential to the organization's mission.

Clinical Training Experience: \_\_\_\_\_

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

**SCHOOL** Chabot-Las Positas Community College District \_\_\_\_\_

By: Jonah Nicholas \_\_\_\_\_ Signature: \_\_\_\_\_

Title: Vice Chancellor, Business Services \_\_\_\_\_ Date: \_\_\_\_\_

Address: 7600 Dublin Boulevard, 3rd Floor, Dublin, CA 94568 \_\_\_\_\_

**HOST AGENCY** NorthBay Healthcare Group, owner and operator of NorthBay Medical Center, NorthBay VacaValley Hospital, and multi-specialty medical clinic sites.

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_