

This Agreement made and entered into upon signatures of the parties, by and between Regis University of Denver, Colorado (hereinafter referred to as "University"), and _____ (hereinafter referred to as "Agency").

WHEREAS, University operates an educational program for the preparation of students in the field/profession(s) of educational programs sponsored by the Rueckert-Hartman College for Health Professions, an integral portion of which includes the opportunity for students to engage in practical application of classroom instruction in a professional/business environments; and

WHEREAS, Agency has facilities and personnel available for practical instruction in preparation of students in their respective disciplines in the health care professions and desires to have University's students referred to its Agency; and

WHEREAS, University desires to have the opportunity to refer its students to Agency for practical instruction and experience; and

WHEREAS, University and Agency desire to define their respective obligations and duties to the other and establish a written structure for their continued relationship and cooperation;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, University and Agency agree as follows:

1. Responsibilities of the University

- 1.1 University shall determine the content of, the manner of presentation, and all other academic and administrative aspects of the learning experiences of University students conducted under the auspices of this Agreement except as otherwise provided herein.
- 1.2 University shall provide and determine the qualifications of all persons required for the presentation and administration of the learning experiences conducted under the auspices of this Agreement except as otherwise provided herein.
- 1.3 University shall solely determine the qualifications of students entitled to participate in the learning experiences conducted under the auspices of this Agreement, subject to the restrictions and limitations established by Agency.
- 1.4 University shall select, in consultation with the liaison officer appointed by the Agency, learning experiences to which students will be assigned at the agency facilities from among those learning opportunities made available by the Agency.
- 1.5 The assigning of student grades for clinic education is solely the responsibility of the University. The University may use information gathered from the student evaluations provided by Agency instructors and/or supervisors and any other information gathered about the student's professional, clinical behavior to include, but not limited to, phone conversations, performance notes or observations during site visits.

- 1.6 University personnel and students shall not be Agency employees for any purpose and said persons may not hold themselves out as employees or agents of Agency or otherwise make any representation or commitments on behalf of Agency.
- 1.7 University shall provide health records, screening results, proof of immunizations and other appropriate health-related records for all students referred to Agency by the University under this Agreement upon request by the Agency.
- 1.8 University shall assure that all students referred to Agency under this Agreement carry health insurance coverage under the University's health insurance program or under a comparable accident and sickness health insurance plan.
- 1.9 University shall provide worker's compensation insurance coverage for all students referred to Agency under this Agreement to the extent required by law.
- 1.10 University personnel and students shall be obligated to adhere to the policies, regulations and procedures of Agency provided Agency provides notification of such policies, regulations and procedures to the affected University personnel or students.
- 1.11 Upon notice from the Agency, the University shall immediately remove any student from the Agency program under this agreement when the Agency has made the determination that a student imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or the student continues to violate Agency policies, regulations or procedures despite warning.
- 1.12 The RHCHP Operations Manager or designee will be the liaison officer and the principal contact between Agency and University for purposes of administration of this Agreement.
- 1.13 University certifies that students participating under the auspices of this Agreement shall carry liability coverage under the University's group liability insurance program or under a comparable professional liability plan.
- 1.14 University certifies that students participating under the auspices of this Agreement have satisfactorily completed criminal background checks and drug screens.
- 1.15 The University shall assure that students referred to the Agency have completed the appropriate HIPAA, OSHA, Hazmat and other applicable training for the clinical program prior to allowing students to participate in the clinical rotations.

2. Responsibilities of the Agency

- 2.1 Agency shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify University of all

policies, regulations and procedures which it expects University's personnel and students to adhere to while on Agency premises or conducting activities in Agency facilities. Agency may notify University personnel and students directly without prior notice to University of policies, regulations and procedures if circumstances prohibit such prior notice.

- 2.2 Agency retains complete responsibility for patient care and providing adequate supervision of students at all times by registered, licensed or certified health care professionals.
- 2.3 Agency shall maintain its facilities which are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation agency requirements, if any.
- 2.4 Agency shall allow University personnel and students access to all facilities necessary to the learning experience as determined by University's liaison officer unless limited or expanded by Agency in a writing provided to University's liaison officer.
- 2.5 Agency shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between Agency and University for purposes of administration of this Agreement.
- 2.6 Agency may remove and restrict from entry upon its premises University personnel or students who it determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or him/herself, or who violates Agency policies, regulations or procedures despite warning. Agency shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is feasible.
- 2.7 Agency shall provide facilities and personnel necessary to the administration of this Agreement and to conduct the learning experiences authorized by this Agreement. Agency agrees to notify RHCHP Operations Manager or designee if Agency staffing falls below the necessary level to support the student learning experience.
- 2.8 Agency personnel shall not be University employees or agents for any purpose and said persons may not hold themselves out as employees or agents of University or otherwise make any representations or commitments on behalf of Agency.
- 2.9 Agency personnel shall not be obligated to participate in the learning experiences of students referred to Agency hereunder except to the extent agreed between University and Agency. To the extent Agency personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

- 2.10 During the course of the learning experience, students shall not be employees of Agency nor shall they be required to perform work for Agency not associated with an approved learning experience.
 - 2.11 The Agency agrees to arrange emergency health care for illnesses or injuries resulting from the clinical assignment. Payment for health services will be covered by the student's health insurance.
 - 2.12 Agency will maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Agency shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Agency's clinical facilities and services as necessary.
 - 2.13 The Agency acknowledges that student educational records are protected by the Family Educational Rights and Privacy ACT (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except the University. The Agency will abide by the provisions of FERPA with respect to any request for student information by any party except the University.
3. Joint Responsibilities of the University and the Agency
- 3.1 The time periods and number of students assigned during any one clinical training period will be mutually agreed upon by the University and the Agency.
 - 3.2 While enrolled in clinical experience at the Agency, University students will be subject to applicable policies of the University and the Agency. Each party will be responsible for enforcing all applicable policies including that of the other party.
 - 3.3 Both parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.
 - 3.4 The nature of this Agreement is such that each party undertakes obligations to the other party with no passage of funds between the parties or between personnel of their respective staffs.
 - 3.5 Both parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of the Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.
 - 3.6 Both parties agree that any student placed at the Agency under this Agreement is considered a member of the Agency's "workforce," as defined in 45 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of

1996 (HIPAA). The parties also agree that the University, its employees, and its students are not “business associates” of the Agency, as defined in 45 C.F.R. 160.103, for the limited purposes of HIPAA.

- 3.7 Both parties agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of the Agreement, and as they may change or be amended from time to time.

4. General Provisions of the Agreement

- 4.1 The term of this Agreement shall be for a period of two years, beginning on Agreement Date. At the close of this initial term, the parties may extend this Agreement for additional two-year terms.
- 4.2 This Agreement may be terminated by either party during its term provided the party seeking to terminate the Agreement has provided the other party written notice 60 days prior to termination.
- 4.3 In the event of a breach of a HIPAA privacy or security requirement that is cause for unauthorized access to PHI/ePHI or the unauthorized disclosure of PHI/ePHI, the party responsible for the cause of the alleged breach party shall have thirty (30) calendar days after receipt of notice of the violation to remove the cause or cure the breach. If the cause is removed or the breach is cured within that 30 calendar day period, the contract shall remain in force and effect. In the event the cause is not removed or the breach is not cured within the 30 day period, the party that is not responsible for the alleged breach may thereafter terminate the Agreement.
- 4.4 Any written notice or communication provided for, required, or permitted herein shall be addressed to the following:
- Donna Moran, RHCHP Operations Manager
REGIS UNIVERSITY
3333 Regis Boulevard
Denver, Colorado 80221-1099
- 4.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral agreements. Any changes, modifications, supplementations or amendments to this Agreement must be provided to writing and signed by the parties which are signatory hereto or their designees.
- 4.6 Any waiver by either party of any term or provision in this contract at any one time shall not constitute a waiver of any other or all provisions. Any waiver of any part or provision of this Agreement at any one time shall not constitute a waiver for all times.
- 4.7 The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for

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damages. The sole remedy for breach of this Agreement shall be immediate termination.

- 4.8 This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- 4.9 Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omission, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

In witness whereof, the parties hereto have duly executed this Agreement as of _____, the Agreement Date.

Regis University

Affiliation Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please forward agreement(s) with appropriate signatures to:

Donna Moran, RHCHP Operations Manager
REGIS UNIVERSITY
3333 Regis Boulevard
Denver, Colorado 80221-1099