**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 (The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, a constitutionally created public corporation of the State of Alabama) and the HOST AGENCY (NAME) with respect to a clinical training experience for the SCHOOL’S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement, which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing “none”):

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**: The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham

By: Bernard Mays, Jr. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Assistant Vice President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Financial Affairs/ Controller

Address: 1720 2nd Avenue South  
 801FIN B10  
 Birmingham, AL 35294

**HOST AGENCY**: (NAME)

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

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

Address:

**UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT**

WHEREAS, the purpose of this AGREEMENT between The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, a constitutionally created public corporation of the State of Alabama, (hereinafter referred to as “UNIVERSITY”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “AGENCY”) 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 UNIVERSITY.

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

* The AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
* The UNIVERSITY is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
* The UNIVERSITY 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 UNIVERSITY and 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:

# **Responsibilities of the UNIVERSITY**

* 1. The UNIVERSITY 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 AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the UNIVERSITY’s curriculum.
  2. The UNIVERSITY will retain ultimate responsibility for the education and assessment of its students. The UNIVERSITY’s representative for this Agreement shall be a faculty member appointed and assigned by the UNIVERSITY, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.
  3. The UNIVERSITY will advise all students assigned to the AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The UNIVERSITY will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
  4. The UNIVERSITY will require all participating students to maintain health insurance and provide proof of health insurance to the UNIVERSITY. The AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.
  5. The UNIVERSITY will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the UNIVERSITY. If applicable, the AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The UNIVERSITY will inform the student of his/her responsibility to provide evidence to the AGENCY of any required criminal background checks or immunizations, when requested. The AGENCY shall notify the UNIVERSITY of its requirements of an acceptable criminal background check and required immunizations. The UNIVERSITY will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the AGENCY’S policies and practices, and that the cost of any such test will be paid by the student, if not the AGENCY.
  6. The UNIVERSITY will advise students that they are required to comply with AGENCY rules, regulations, and procedures.
  7. If requested by the AGENCY, the UNIVERSITY will provide instruction to the AGENCY'S staff with respect to the UNIVERSITY’s expectations regarding assessment of the UNIVERSITY'S students at the AGENCY.
  8. The UNIVERSITY 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 UNIVERSITY is a public entity entitled to governmental immunity protections under applicable state law, then the UNIVERSITY shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the UNIVERSITY shall provide such insurance or coverage 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 AGENCY, the UNIVERSITY shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the AGENCY. It is understood and agreed that UNIVERSITY may provide the coverage required of it under this AGREEMENT through self-funded trusts in lieu of purchasing commercial insurance.

# **Responsibilities of the AGENCY**

* 1. The AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at AGENCY facilities in an appropriately supervised environment, in which the students can complete the UNIVERSITY’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 AGENCY; and f) access to call rooms, if necessary.
  2. The 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 AGENCY’s facilities, students will have the status of trainees; are not to replace 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. 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 AGENCY staff will, upon request, assist the UNIVERSITY in the assessment of the learning and performance of participating students by completing assessment forms provided by the UNIVERSITY and returned to the UNIVERSITY in a timely fashion.
  4. The AGENCY will provide for the orientation of UNIVERSITY’s participating students as to the AGENCY’S rules, regulations, policies, and procedures.
  5. The 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 AGENCY, the 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 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 AGENCY does not have the resources to provide such emergency care, AGENCY will refer such student to the nearest emergency facility. The UNIVERSITY will define, for its medical students, who bears financial responsibility for any charges generated.
  6. To the extent the AGENCY, generates or maintains educational records related to the participating student, the 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 UNIVERSITY and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates AGENCY as a UNIVERSITY official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the UNIVERSITY’s records is required by AGENCY to carry out the program.
  7. Upon request, the AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
  8. The AGENCY will provide written notification to the UNIVERSITY promptly if a claim arises involving a student. The AGENCY and UNIVERSITY 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 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 AGENCY will notify the UNIVERSITY’S course director if such an action is required.
  10. The AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the UNIVERSITY’s clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

# **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 UNIVERSITY and AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
  3. The UNIVERSITY will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the UNIVERSITY facilities. The AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the AGENCY facilities.
  4. The UNIVERSITY and the 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 UNIVERSITY, including its faculty, staff, medical students, and residents, and 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. 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 UNIVERSITY. UNIVERSITY agrees to require its students to adhere to the expectations set forth in Exhibit A.
  6. AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student’s participation at the AGENCY. The AGENCY will immediately notify the appropriate office of the UNIVERSITY if such an action is required and the reasons for such action. The UNIVERSITY 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 UNIVERSITY will notify the AGENCY if such action is required.

# **Term and Termination**

This AGREEMENT is effective upon execution of the Uniform Clinical Affiliation Agreement 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 AGENCY will be permitted to complete any previously scheduled clinical assignment at AGENCY.

# **Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the AGENCY or UNIVERSITY for any purpose. Students will not be entitled to receive any compensation from AGENCY or UNIVERSITY or any benefits of employment from 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. AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

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

Students participating in clinical training pursuant to this Agreement are members of the 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 AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

# **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.

# **Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other**.**

# **Governmental Immunity**

If the UNIVERSITY 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 UNIVERSITY of its governmental immunity or of its state governmental immunity; an express or implied acceptance by UNIVERSITY 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 UNIVERSITY of a debt, contract, or liability of the AGENCY.

# **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.

# **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.

# **No Payments**

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

# **Severability**

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

# **Headlines**

Headlines in this AGREEMENT are for convenience only.

# **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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| AGENCY | |  | The Board of Trustees of the  University of Alabama for the  University of Alabama at Birmingham | |
| By |  |  | By |  |
| Name |  |  | Name |  |
| Title |  |  | Title |  |
| Date |  |  | Date |  |

# **EXHIBIT A TEACHER-LEARNER EXPECTATIONS**

The UNIVERSITY 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
* 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.