

AFFILIATION AGREEMENT
[Annotated Version with Instructions]

This Affiliation Agreement (“Agreement”) is made and entered into by and between **[Fill in the name of the School]** (hereinafter referred to as “SCHOOL”) and The Regents of the University of California, a California constitutional corporation (hereinafter referred to as “University”) on behalf of its UCLA Health System (“UCLA”).

RECITALS

A. SCHOOL provides educational program(s) (the “Program”) for its students as described in **Exhibit A**.

B. UCLA operates the healthcare facilities identified in **Exhibit A** and is willing to make such facilities available to SCHOOL’s students in the Program.

C. SCHOOL desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in such healthcare facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. **GENERAL RESPONSIBILITIES.**

1.1 UCLA shall provide the clinical experience for the students in the SCHOOL’s Program (“Student(s)”) at the UCLA facilities identified in **Exhibit A** as set forth in this Agreement, at the dates and times only as mutually agreed to by the parties. To the extent that the details in **Exhibit A** change due to additional Programs, facilities, or types of Students added under this Affiliation Agreement, the parties may create additional versions of **Exhibit A**, which shall be signed by authorized representatives of the parties and incorporated herein, without the need for a new Agreement or Amendment to this Agreement.

1.2 The Students shall be regularly enrolled students in the SCHOOL’s Program and meet any educational requirements of SCHOOL before participating in the clinical training at UCLA. Students shall be held accountable to both UCLA and the SCHOOL to comply with all rules and regulations of the UCLA facilities.

1.3 Neither party to this Agreement shall be obligated to pay monetary compensation to the other or to the Students.

2. SCHOOL RESPONSIBILITIES.

2.1 The SCHOOL shall be responsible for the following with respect to the Program: the delineation of the academic curriculum; the provision of instructors; awarding any certification or degree in the Program; maintaining appropriate accreditation; and compliance with the applicable laws and rules with respect to operation of the Program.

2.2 The SCHOOL shall be responsible for the selection, placement, and/or removal, and final grading of Students placed with UCLA for their clinical experience. These decisions shall be made in consultation with UCLA in accordance with the respective responsibilities of each party to this Agreement, and in accordance with mutually agreed upon criteria. The SCHOOL shall be responsible for ensuring that the Students are qualified to participate in the clinical rotation at UCLA.

2.3 Prior to placing Students at UCLA, the SCHOOL shall transmit to UCLA the name(s) of the Students and any other requested information required by UCLA.

2.4 The SCHOOL shall instruct Students that they are required to provide proof to UCLA that they meet the requirements for UCLA's basic infectious disease review, which shall include health status reports for each Student assigned to clinical training, records of proof of immunization against common communicable diseases, a tuberculosis screening, and any other requirements identified by UCLA. Any exception to this provision must be approved by UCLA before placement for the Student. UCLA retains the right to remove any Student who does not meet the standards of the basic infectious disease review.

2.5 The SCHOOL shall provide orientation as appropriate for the Students prior to assignment at UCLA, if applicable.

2.6 The SCHOOL shall maintain all records of Student performance in the clinical program as evaluated and transmitted by UCLA.

2.7 The SCHOOL shall submit in writing to UCLA the name and credentials of the person(s) designated as the SCHOOL's Clinical Coordinator, or designee, whose responsibilities shall be to act as liaison between the SCHOOL and UCLA in the development and execution of the clinical program, the evaluation of Student performance, if applicable, and to engage in such other activities as are of mutual concern in the provision of student training. If SCHOOL Instructors ("SCHOOL Instructors") are present at UCLA during the Students' clinical experience, the responsibilities of the SCHOOL Instructors, if applicable, shall be identified in **Exhibit A**. SCHOOL represents and warrants that any such Instructors shall be appropriately licensed and qualified to supervise Students, in accordance with all applicable laws, and shall meet any other requirements as identified by UCLA, including the screening in Section 2.4 herein.

2.8 The SCHOOL shall, upon the written request of UCLA, withdraw any Student who: (1) fails to properly perform as a student of the Program or whose conduct otherwise interferes with the staff relationships or primary mission of UCLA; and/or (2) violates any UCLA or University policy or procedure and/or the professional ethics of UCLA as they relate to patients, visitors, or UCLA personnel. The SCHOOL may also discontinue the assignment of any Student at UCLA at any time during the term of this Agreement in accordance with established SCHOOL rules and regulations.

2.9 The SCHOOL shall be responsible to the best of its ability for the conduct of the Students during the clinical training at UCLA, and shall ensure that the Students (and SCHOOL Instructors, if applicable) comply with applicable UCLA policies and procedures, state and federal laws, and requirements of the Joint Commission.

2.10 The SCHOOL shall ensure that the Students maintain health insurance coverage during their entire clinical rotation at UCLA.

3. UCLA RESPONSIBILITIES.

3.1 UCLA shall be responsible for the clinical experiences of the Students assigned hereunder. Such Students shall be subject to the supervision, direction and control of UCLA while performing their assignments.

3.2 UCLA shall inform SCHOOL of the number of Students that UCLA can accept and shall accept Students selected by the SCHOOL for clinical assignments in accordance with mutually agreed to schedules.

3.3 UCLA shall provide clinical education for Students in accordance with the educational objectives, learning experiences and performance expectations established and mutually agreed to by the SCHOOL and UCLA.

3.4 UCLA shall provide orientation as appropriate subsequent to placement of the assigned Students.

3.5 UCLA shall designate an individual with sufficient training whose responsibilities shall be to act as liaison between the SCHOOL and UCLA in the development and execution of the clinical program (“UCLA Coordinator”).

3.6 If applicable, as identified on **Exhibit A**, and as agreed to by the parties, UCLA staff shall evaluate the performance of each Student in the clinical program and transmit such evaluations to the SCHOOL.

3.7 UCLA has the right to refuse use of its facilities to any Student for clinical assignment. UCLA may also require the discontinuance of the assignment of a Student at UCLA upon prior written notice to the SCHOOL.

3.8 Students shall perform services for patients only when under the supervision of a qualified SCHOOL Instructor and/or UCLA employee. Students shall work, perform assignments, and participate in ward rounds, clinics, and staff meetings and inservice educational programs at the discretion of their supervisors designated by UCLA. Students are trainees, not employees, and are not to replace University staff.

3.9 UCLA shall provide or arrange for immediate emergency health care as required to Students who are injured at UCLA during the clinical training. UCLA is not required to furnish any medical care for injuries not occurring in connection with the performance of the duties for UCLA. The cost of such care under this section 3.9 shall be the responsibility of the SCHOOL or the Student. University and UCLA are not required to provide any ongoing or follow-up care for the Student.

3.10. UCLA shall maintain sufficient administrative and professional control over the supervision of the Students and SCHOOL Instructors, if applicable, to ensure that the continuity and quality of care to patients and/or other UCLA clients is maintained. UCLA shall not decrease the normal number of staff as a result of this Agreement.

4. TERM AND TERMINATION.

4.1 The term of this Agreement shall become effective **[Fill in the date the Agreement will start]** and shall continue in effect for three (3) years unless terminated earlier.

4.2 Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the Students' rotation, whichever is greater.

4.3. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.

5. INSURANCE.

5.1 SCHOOL, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

(1) Professional Liability Insurance coverage for its employees, officers and agents, (including SCHOOL Instructors, if applicable) and Students (unless Students obtain their own insurance) in the amounts set forth herein. SCHOOL (and Students if Students obtain their own insurance) must maintain and show proof of such insurance with financially-sound and reputable companies with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars

(\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.

(2) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) of not less than five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

(3) Workers' Compensation Insurance in a form and amount covering SCHOOL's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

(4) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section 5.1(1) and (2) shall not in any way limit the liability of SCHOOL. SCHOOL, upon the execution of this Agreement, shall furnish UCLA with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCLA of any modification, change or cancellation of any of the above insurance coverages.

5.2 UCLA shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

(1) Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence.

(2) General Liability Self-Insurance Program with a limit of five million dollars (\$5,000,000) per occurrence.

(3) Workers' Compensation Self-Insurance Program covering UCLA's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

(4) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this section 5.2 (1) and (2) shall not in any way limit the liability of UCLA.

6. INDEMNIFICATION.

6.1 The SCHOOL shall defend, indemnify and hold UCLA harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL, its officers, agents, employees, Students, or SCHOOL Instructors (if applicable).

6.2 UCLA shall defend, indemnify and hold the SCHOOL harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, agents, or employees.

7. STATUS OF STUDENTS.

7.1 During the period in which a Student is assigned to UCLA, the Student and the SCHOOL Instructor, if applicable, shall be subject to the direction and control of UCLA supervisors.

7.2 It is expressly agreed and understood by UCLA and SCHOOL that Students are present at UCLA's facilities to participate in activities and assignments that are of educational value to Students, and that are appropriate to the course and scope of SCHOOL's Program.

7.3 The parties acknowledge that the participating Students are not employees. Workers' compensation coverage, if applicable, for the participating Students (and SCHOOL Instructors, if applicable) will be provided by SCHOOL. Students (and SCHOOL Instructors, if applicable) are not covered by UCLA's workers' compensation programs and are not covered by UCLA's insurance programs.

8. DISCRIMINATION – PROHIBITION.

SCHOOL and UCLA agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or University policy.

9. PATIENT RECORDS.

Any and all of UCLA's medical records and charts created at UCLA's facilities as a result of performance under this Agreement shall be and shall remain the property of UCLA. SCHOOL understands and agrees that it will require all of its Students (and SCHOOL Instructors if applicable) rotating through UCLA facilities to maintain the confidentiality of all patient medical records and charts in accordance with UCLA policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). SCHOOL agrees that Students (and SCHOOL Instructors if applicable) shall comply with any UCLA training or education required to comply with HIPAA or other applicable laws.

10. INTERRUPTION IN SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's performance continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

11. NO ASSIGNMENT.

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

12. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

13. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

14. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. SCHOOL and UCLA agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

15. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

16. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and delivered by: (i) personal delivery; (ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) overnight courier service, and addressed as follows:

UCLA:

[Fill in the name, address, and phone number of the person at UCLA to receive information about the Agreement for UCLA]

SCHOOL:

[Fill in the name, address, and phone number of the person at the SCHOOL to receive information about the Agreement for the SCHOOL]

17. ENTIRE AGREEMENT.

This Agreement and the Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

18. USE OF NAME.

Neither party shall use the name of the other, including the names The Regents of the University of California, UCLA, Ronald Reagan UCLA Medical Center, or similar references to the same, without the prior written approval from an authorized representative of that party, in accordance with applicable law, including California Education Code Section 92000.

19. NO EXCLUSION.

SCHOOL represents and warrants that SCHOOL and its representatives (including Students and SCHOOL Instructors, if applicable) are not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

[Fill in the Name of the SCHOOL]
("SCHOOL")

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA,
ON BEHALF OF THE UCLA
HEALTH SYSTEM ("UCLA")

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

1. Type of Program(s) offered by SCHOOL covered under this Agreement:
 - A. Subject Area: **[Fill in the type of educational program, such as Nursing, Physical Therapy, Respiratory Therapy, etc. If there is more than one Program, fill out a separate Exhibit A for each Program.]**

 - B. Degree Awarded: **[Check the type of degree awarded for the Program, or check "Other" if the degree is not on the list, and fill in the type of degree or certification.]**
 Bachelors Degree
 Masters Degree
 Doctorate Degree
 Advanced Practice: _____
 Other: _____

2. UCLA Health System facilities covered under this Agreement: **[Check the UCLA facilities where the clinical rotation will take place.]**
 Ronald Reagan UCLA Medical Center
 Santa Monica UCLA Medical Center and Orthopaedic Hospital
 Resnick Neuropsychiatric Hospital at UCLA
 Outpatient Clinics (location): _____

3. Rotation Description: **[Check the appropriate box if clinical care will be provided by the students.]**

Clinical care of patients
 Yes
 No

Administrative rotation **[If the rotation is an administrative rotation, describe the type, such as management/leadership experience.]**
 Yes (describe: _____)
 No

4. Evaluations of Students by UCLA staff: **[Check the appropriate box to identify if UCLA staff will fill out evaluations of the Students.]**

 Yes
 No

5. SCHOOL Instructors: **[Check the appropriate box if the SCHOOL will provide Instructors on site at UCLA during the clinical rotation.]**
 - A. SCHOOL Instructors present at UCLA:
 Yes
 No

B. Requirements for SCHOOL Instructors: **[Fill in the qualifications for the SCHOOL Instructors (including licensure, educational level, work experience, and any other qualifications) and responsibilities (such as supervise Students during clinical rotation).]**

SCHOOL Representative:

UCLA Representative:

Title: _____

Title: _____

Date: _____

Date: _____