NON-CLINICAL AFFILIATION AGREEMENT

 THIS AFFILIATION AGREEMENT (the “Agreement”) is made and entered into this DAY day of MONTH, YEAR, by and between University of New England, a not for profit private educational institution with campuses in Biddeford and Portland, Maine, ( the “University”) and SITE NAME, a CORPORATION TYPE corporation located in CITY, STATE (“Affiliate”). The University and Affiliate are sometimes hereinafter referenced individually as a “Party” and collectively as the “Parties”.

 WHEREAS, The University has a structured experiential program in Public Health (hereinafter, “Program”) and as part of the Program students are required to have supervised practical experience and training in the subject matter of the Program (hereinafter, “Practicum”).

 WHEREAS, Affiliate is willing and able to provide said practical experience and training at its location subject to certain understandings and agreements as to the Program and its operation at Affiliate’s location(s).

 NOW, THEREFORE, in consideration of the foregoing recitals, the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that certain students enrolled at the University may complete their Practicum at Affiliate location(s) subject to the following terms and conditions.

1. The University shall:
	1. Develop, administer, and operate the Program and provide guidelines for accomplishing the Practicum;
	2. Assign students to the Affiliate locations. The number of students assigned to the Affiliate will be set by agreement between the University and the Affiliate not less than sixty (60) days prior to the start of each semester;

1.3 Provide the name of all faculty associated with the Practicum and each student assigned by the University to the Practicum at least four (4) full weeks prior to the arrival of each such student at the Affiliate locations;

1.4 If required by law, ensure Students are properly immunized and have had a health examination prior to beginning the Practicum;

1.5 If applicable, educate students such that they understand and respect the confidential nature of patient-specific data that is available to them. All such students shall be required to comply with Affiliate’s policies and procedures with respect to confidentiality, including but not limited to policies regarding the Health Insurance Portability and Accountability Act (“HIPAA”);

1.6 Cooperate in any inquiry or investigation by the Affiliate related to the activities or performance of any student.

1.7 Oversee the Practicum contemplated by the terms of this Agreement.

1.8 Upon receipt of a request from Affiliate, withdraw or reassign any student whose work, conduct or health may have a detrimental effect on Affiliate’s patients or employees, as determined by Affiliate in its sole and absolute discretion.

1.9 Provide constructive feedback to Affiliate concerning the quality and content of the experiences students have during the Practicum, and receive feedback from Affiliate regarding the Program’s content and the Practicum experience.

1. The Affiliate shall:
	1. Administer, staff and operate the Affiliate Program’s experience.
	2. Designate Affiliate personnel as “Preceptors” who will carry out the Practicum at each Affiliate location. The University faculty may also serve as Preceptors. Preceptors will provide supervision of the students in the Practicum in accordance with Program requirements.
	3. Provide orientation for students and the University faculty on the policies and procedures of the Affiliate.
	4. Permit assigned students and the University faculty to have access to the Affiliate’s sites pursuant to prearranged scheduling.
	5. Provide Program experiences that meet course objectives as determined by the University.
	6. Through Affiliate’s Preceptors (a) document any observations they may have from time to time regarding the performance of students and forward those observations to the University; and (b) within a time frame reasonably requested by the University, provide to the the University information and comments about students participating in the Practicum, based on criteria provided by the University.
	7. Notify the University of any student who Affiliate wishes to reject from participation in the Program at Affiliate locations or of any student Affiliate wants reassigned or whose assignment Affiliate wants to terminate.
	8. Notify the University of any situation or behavior involving the students or a faculty member wherein safety of any person is threatened or whereby the cooperative intent of this agreement is jeopardized, in which event Affiliate shall have the authority to remove the student from the Affiliate site at Affiliate’s sole discretion.
	9. Patient Care/Administration. Affiliate will have sole authority and control over all aspects of its services. Affiliate will be responsible for and retain control over the organization, operation and financing of its services.
2. The Affiliate and the University shall:
	1. Jointly evaluate the students participating in the Practicum as follows:
		1. Preceptors and faculty members in the course of their supervision of students will make anecdotal notes whenever appropriate and file the same with the University Program Director or responsible faculty member so as to provide adequate basis for their evaluation.
		2. Provide the student with formal written evaluations, jointly prepared by the University faculty and Preceptors, which the students must acknowledge by signature, at least once within each rotation period.
		3. Evaluate student performance. Individual evaluations shall be based on established criteria by a consensus of all Preceptors and the University faculty involved with the Student. It is understood and agreed that the ultimate responsibility for the supervision of students rests with the University.
	2. Meet periodically to assess the affiliation and the Practicum and, if appropriate and mutually agreed upon, to make adjustments to the Practicum to meet Program, the University and Affiliate needs and expectations.
	3. Comply with applicable laws.

 3.4 Incidents. The University and the Affiliate will mutually cooperate fully in the reporting and investigation of any incidents occurring at the Affiliate, all in accordance with applicable law, the University policies and Affiliate policies, as appropriate.

1. FERPA. Students assigned to the Program have given written consent that the University and the Affiliate may provide to each other educational records of the student. The Affiliate acknowledges that records relating to or concerning the Program are educational records within the meaning of the Family Educational Rights and Privacy Act (FERPA) and the Affiliate shall not disclose such records except to the University or in strict compliance with the provisions of FERPA and upon prior notice to the student and to the University.
2. HIPAA. If applicable, the parties shall safeguard protected health information (“PHI”) by using and disclosing PHI only in accordance with HIPAA. Without limitation to other rights and remedies under this Agreement or afforded by law, either party may terminate this Agreement in the event that is has determined that there is a material breach of this section.
3. Independent Contractors.
	1. Preceptors employed by Affiliate shall be eligible to be considered for honorary Adjunct Faculty of the University appointments, if appropriately qualified, but shall have no rights of the University Faculty. Such Preceptors shall not be compensated or employed by the University. For all purposes under this Agreement, such Preceptors shall be considered employees of Affiliate, which shall be solely responsible for the compensation and benefits for said Preceptors.
	2. The University, its faculty and its students who participate in the Practicum, shall not receive any compensation from the Affiliate relating to the activities described in this Agreement.
	3. The Affiliate, and its Preceptors, agents, servants, employees, officers, directors and trustees are not and shall not be considered employees of the University, and the University and its faculty, agents, students, servants, employees, directors and trustees are not and shall not be considered employees of the Affiliate.
	4. The Affiliate and the University shall at all times be deemed and act as independent contractors and shall perform their tasks and duties consistently with such status, and neither party nor its agents, students, servants, employees, officers, directors or trustees will make claim or demand for any right or privilege applicable to an agent, student, servant, employee, officer, director or trustee of the other, including but not limited to Worker’s Compensation coverage, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits.
	5. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties.
4. Indemnification. Subject to the limitations and conditions of applicable state law, each party hereto shall defend, indemnify and hold harmless the other, and its agents, students, servants, representatives, employees, officers, directors, and trustees from and against any and all payments, claims, losses, judgments, liabilities or expenses of any nature, including reasonable attorneys’ fees and court costs, caused by the act or omission of said party, its agents, students, servants, representatives, employees, officers, directors, or trustees in the performance of said party’s obligations under this Agreement, to the fullest extent permitted by law, except to the extent caused by the indemnified party’s act or omission, or the act or omission of the indemnified party’s agents, students, servants, representatives, employees, officers, directors, or trustees. In those instances where the Parties are or may be jointly liable or responsible, both parties will jointly defend such Claim and any liability assessed will be apportioned based on relative culpability.
5. Insurance. Each party will maintain or cause to be maintained, without interruption throughout the term of the Agreement:
	1. Comprehensive General Liability (“CGL”) insurance on an occurrence basis with minimum limits of $1,000,000.
	2. Worker’s Compensation and Employer’s Liability insurance but not for students participating in the Program as they are not employees.
6. Term and Termination. This Agreement is effective for a period of three (3) years, beginning MM/DD/YYYY and ending MM/DD/YYYY. This Agreement may be terminated at any time by either Party without cause by ninety (90) days prior written notice delivered to the other Party by certified mail return receipt, provided however, that if said termination occurs in the middle of a Practicum, then those students currently participating shall be allowed to complete the Practicum.

10. Miscellaneous.

10.1This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous agreements between the parties respecting said subject matter.

10.2 This Agreement may be amended or modified only in a writing signed by authorized representatives of Affiliate and the University.

10.3 The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10.4 All notices hereunder shall be deemed given three (3) business days after deposit in the U.S. mail, postage prepaid, registered mail, return receipt requested and addressed as follows (or to such other address as either party may give notice of hereunder):

If to Affiliate:

SITE NAME

REMITTANCE ADDRESS

CITY, STATE, ZIP CODE

If to the University:

University of New England

Program of Public Health

716 Stevens Ave

McDougal 207

Portland, ME 04103

Copy to:

Patricia A. Peard, Esquire

Bernstein Shur

100 Middle Street

P.O. Box 9729

 Portland, Maine 04104

Notices shall be effective upon receipt by certified mail, return receipt requested.

10.5 This Agreement shall be governed by and construed under the laws of the state of Maine, notwithstanding Maine conflicts of law rules.

10.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights hereunder shall be assignable by either party.

10.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of this DAY day of MONTH, YEAR.

(“Affiliate”)

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Signature

By:

Printed Name

Its

Title

The University of New England

Signature

By Nicole L. Labbe-Trufant

Its Senior Vice President of Finance and Administration