

HANDBOOK  
FOR  
ACADEMIC AFFILIATION AGREEMENTS

OFFICE OF CHIEF COUNSEL  
STATE SYSTEM OF HIGHER EDUCATION  
COMMONWEALTH OF PENNSYLVANIA





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## SECTION I LEGAL REVIEW OF AGREEMENTS:

- A. Why the Necessity of Legal Review?
- B. Contracts Subject to Legal Review
- C. The Legal Review Process

### A. Why the Necessity of Legal Review

The Commonwealth Attorneys Act authorizes the Office of Attorney General (“OAG”) to review and approve contracts, deeds, and leases of all agencies. The Act also authorizes the Governor’s Office of General Counsel (“OGC”) to review and approve contracts, deeds and leases of agencies whose legal counsel comes under their auspices. Agencies under the jurisdiction of the Office of General Counsel are referred to as “Executive Agencies,” while agencies not under the jurisdiction of the Office of General Counsel are known as “Independent Agencies.” For purposes of the Commonwealth Attorneys Act, the State System is an Executive Agency and its legal counsel has been delegated authority to approve contracts by the Office of General Counsel.

Affiliation agreements constitute contracts subject to the review and approval of University Legal Counsel. Academic programs that require affiliation agreements must act in accordance with the directions in this handbook, including all the appendices. Conformity to the directions in this handbook is necessary in order for agreements to be approved by university legal counsel, as dictated by the delegation of power to approve contracts made by the Office of General Counsel for purposes of form and legality.

### B. Contracts Subject to Legal Review

“Contracts” and “agreements” are similar concepts. The degrees of liability, obligations, and legal enforcement are the same for both. The position of the Office of Attorney General is that the term “contract” is all-inclusive. A contract exists whenever a Commonwealth agency enters into an arrangement with another party under which there are obligations or exchanges of consideration. Arrangements, such as affiliation agreements, might or might not require a university to pay money or receive money, but are still considered contracts. With limited exceptions, university legal counsel is required by the

Commonwealth Attorneys Act to review and approve contracts and agreements entered into by the State System and its constituent universities.

Some university personnel ~~have~~ expressed the view that if the university is not expending funds, it is merely engaged in an “agreement” and not a contract. For example, <sup>secass at</sup> there have been misunderstandings in the past that affiliation agreements are not really contracts at all and therefore, require no legal review. Affiliation agreements are not exempt from legal review. **All contracts/agreements, unless specifically exempted by this handbook, are subject to legal review.**

### C. The Legal Review Process

Agreements submitted to the Office of University Legal Counsel are logged in upon arrival. For the sake of consistency, agreements are generally distributed to the attorney assigned to manage the affairs of that particular university. It is the policy of the Office of University Legal Counsel to sign and return routine agreements within 2 business days. In order to maintain this policy, attorneys other than the university legal counsel assigned to a particular university may at times receive another university’s contract for review. These situations typically arise when the assigned attorney is out of the office when the agreement is logged in.

If an agreement fails to meet the standards contained in this handbook, it will be returned to the university with a cover letter explaining the necessary correction(s). Any correction(s) must be initialed by all parties to the agreement and then returned for a second review by university legal counsel.

If not using one of the attached ~~pre~~ approved templates, universities are strongly encouraged

Once signed by university legal counsel and in most instances, the affiliation agreements are logged out and returned to the University

Until a fully executed contract is received by the University (which includes, when applicable, the signature of University Legal Counsel), NO STUDENT PLACEMENT WITH THE AFFILIATION ENTITY SHOULD OCCUR

## SECTION II PARTIES TO CONTRACTS

- A. Contracts with Individuals versus Corporate Contractors
- B. Agreements with Other Commonwealth Agencies
- C. Agreements with Other Executive Agencies
- D. Agreements with Independent Agencies
- E. Agreements within the State System of Higher Education

### A. Contracts with Individuals Versus Corporate Contractors

One of the more basic and important pieces of information regarding any contract is the clear identification of the contracting parties. It is critical that you understand with whom you are doing business.

In today's business market, contracts are frequently made with John Smith personally, a contractor who operates an individually owned business, but sometimes under a name different from that of his. In today's business market, dt94 -0.0769 Twi.e-196.5 2s busine 0.72

contract is to be signed by two officers of the corporation, namely, the President or Vice President and the Secretary or Treasurer.

B. Agreements with Other Commonwealth Agencies

Because of understandings reached by the OAG and OGC, agreements between Commonwealth agencies are generally exempt from Attorney General review.

If the affiliated entity is a Commonwealth entity, please see the subsections below.

C. Agreements with Other Executive Agencies

Agreements with Executive Agencies should be titled "COMMONWEALTH INTERAGENCY MEMORANDUM OF UNDERSTANDING" and must contain the following clauses:

*This Memorandum is not intended to, and does not, create any contractual rights or obligations with respect to the signatory agencies or any other parties.*

**AND**

*Any dispute arising hereunder shall be submitted to the Office of General Counsel of the Commonwealth of Pennsylvania for final resolution.*

Interagency Memorandums of Understanding (MOU) will be routed to university legal counsel just like any other contract. For example, agreements with the following executive agencies, are subject to a MOU:

- Department of Aging
- Department of Agriculture
- Department of Banking
- Department of Community and Economic Development
- Department of Conservation and Natural Resources
- Department of Corrections
- Department of Education
- Department of Environmental Protection
- Department of Health
- Department of Insurance
- Department of Labor and Industry
- Department of Revenue
- Department of State
- Department of Transportation
- Department of Military and Veterans' Affairs
- Department of Public Welfare
- Governor's Council for the Arts

Governor's Council for the Humanities  
Housing Finance Agency  
Office of Administration  
Office of the Budget  
Pennsylvania Public Television Network  
Pennsylvania State Police

D. Agreements with Independent Agencies

An agreement with an Independent Agency may also be drafted as a Memorandum of Understanding. Alternatively, such may be treated as an ordinary contract, subject to Attorney General review. For purposes of this ~~rule~~ book, the following agencies are independent agencies:

Office of Attorney General  
Office of Auditor General  
Civil Service Commission  
Ethics Commission  
Fish and Boat Commission  
Game Commission

- As long as the agreement is solely between parts of the State System (agreements of two or more universities with each other or with the Office of the Chancellor) under no circumstances should the entities use a formal contract document or anything that ever appears remotely to be a binding contract. The word “contract” should not be used within the agreement to describe it.
- The parties should formalize their expectations in a letter between authorized employees at the appropriate levels of authority. The Chancellor or president of the university can authorize any employee to engage in contracts provided that notice of such is filed with the Office of the Chancellor. Persons exercising such authority should have written authorization from the Chancellor or president.
- So long as no other entity except the Office of the Chancellor or another State System university are parties to the agreement, nothing in the letter (or any reply to it or other exchange of correspondence regarding it) should make reference to any rights or remedies for breach, or manner of enforcement. The letter should state that the arrangement is not a legally binding contract and is not enforceable in a court or in the Board of Claims. The agreement may state that in the event of a dispute between two parties, advice and direction should be requested from the Office of the Chancellor or Office of University Legal Counsel.

SECTION III            REQUIRED PROVISIONS FOR ALL AFFILIATION AGREEMENTS

- A.    Term of Agreement
- B.    Termination of Agreement
- C.    Nondiscrimination
- D.    Jurisdiction and Applicable Law
- E.    Modification of Agreement
- F.    Relationship of Parties
- G.    Liability
- H.    Integration/Entire Agreement

In order to meet the approval of university legal counsel, certain provisions must be contained in every affiliation agreement such as standard terms and conditions. No changes can be made to this language unless specifically approved by university legal counsel. The various terms and conditions are noted below if you elect to use a pre approved agreement found in the appendices of this handbook and do not alter any of its terms and conditions, it is not necessary to submit the agreement to university legal counsel for review.

The standard terms and conditions are as follows:

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B. Termination of Agreement

There are circumstances that may warrant the ending of an affiliation agreement by either party. However, a concern should exist for those students who are enrolled in a program at the time of any termination. The provision below not only allows for the termination of the agreement, but also attempts to protect those students who are enrolled during the terminating semester:

*Termination of Agreement.* The University or the Affiliated Entity may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Affiliated Entity terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have concluded absent the termination.

C. Nondiscrimination

It goes without saying that a Commonwealth Agency cannot engage in any contractual relationship with an entity that engages in discriminatory behavior. To do so is against the Commonwealth's public interest and violates the integrity of its citizens. This philosophy is memorialized in the contract term below:

*Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

D. Jurisdiction and Applicable Law

All contracts entered into by any Commonwealth agency are obligated to be interpreted and enforced under Pennsylvania law, in courts and agencies of appropriate jurisdiction in this Commonwealth.

*Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement.

In the event that the parties cannot agree as to this particular term, the document should be silent on the subject as a last recourse.

E. Modification of Agreement

The purpose of memorializing the affiliation relationship in a written contract is to ensure that both parties have a clear understanding as to their rights and responsibilities. Verbal agreements or promises undermine this legal relationship due to memories that

*Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to person or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights,

## SECTION IV PROHIBITED AGREEMENTS & PROHIBITED TERMS

- A. EmployeeEmployer Relationship
- B. Courtesy Appointments
- C. Assignment Clauses
- D. Law of the Contract
- E. AttorneysFees, Court Costs
- F. Indemnification and HoldHarmless Clauses
- G. Arbitration Clauses
- H. Purchase of Insurance
- I. Disclosure of Student Information
- J. Rolling Renewal Clauses
- K. University as Guarantor of Student/Faculty Costs
- L. Dismissal by University of Student
- M. HIPAA Business Associate Agreements

Agreements or clauses provided by the affiliated entity must be carefully reviewed. The following types of agreements or terms are prohibited:

### A. EmployeeEmployer Relationship

Agreements cannot be used to create an employe~~e~~employer relationship. Employees must be placed on the university's payroll in appropriate classifications and many times in compliance with various collective bargaining procedures. Failure to appropriately follow the hiring process leads to serious legal problems regarding such matters as withholding state, federal and local income taxes, workers compensation, unemployment compensation, the Commonwealth's obligation to defend suits brought against employees labor grievances, etc. Therefore, no agreement should create or intend to create an employe~~e~~employer relationship.

Any affiliated entity under contract must be deemed an independent contractor for the contract to be approved. Appropriate language is found in Section II(F) of this handbook.

### B. Courtesy Appointments

Affiliation agreements that mandate courtesy appointments to the faculty of the university must be carefully handled. This caution is to ensure that there is no violation of any hiring practice as defined for faculty under the respective Collective Bargaining Agreement. Blanket appointments are not permitted.

If courtesy appointments are mandated by the affiliated organization, the following must be included:

*Said appointment does not confer any employer/employee relationship between the individual and the University, and it does not entitle the individual to any rights as outlined within the Collective Bargaining Agreement between the Pennsylvania State System of Higher Education and its faculty. Said appointment is to be deemed as honorary only.*

C. Assignment Clauses

If the affiator's form agreement gives the affiliated entity a unilateral right to assign its obligations, the phrase, "however, no assignment may be made absent thirty (30) days notice to the university and not without the prior written consent of the university" should be added to the affiator's form. It is also acceptable for the university to add a further provision stating that "such permission shall not be unreasonably withheld."

D. Law of the Contract

The laws of Pennsylvania must govern any Commonwealth contract or agreement. Thus, any provision, which states that the contract will be construed under the laws of some other state, must be changed to the law of Pennsylvania. Any provision that states that the law of the contract is Pennsylvania but does not extend to where a case is heard is also a prohibited provision. This is an attempt by the contractor to have disputes heard by courts in their home states applying Pennsylvania law, rather than before the Commonwealth Court. If nothing is stated about the governing law, but a clause states that the contract is to be deemed made in a state other than Pennsylvania, you must add a statement that the contract is governed by Pennsylvania law and that any claim by the contract must be brought only before courts of the Commonwealth.

Alternatively, and only as a last resort, the agreement can remain totally silent as to the issue.

E. Attorneys Fees, Court Costs

Clauses that require the university to pay the affiator's "costs (i.e., court costs) or attorney fees, or to confess judgment in the event that the affiator finds it necessary to sue must be deleted. The university may not voluntarily pay the affiator's court costs or legal fees, nor may it allow an affiator to confess judgment on its behalf.

F. Indemnification and Hold

the university lacks the statutory authority to buy insurance. Provisions that require a student to purchase insurance are acceptable but the burden financially and otherwise is with the student to secure the appropriate insurance and level of coverage. Provisions that

*I, \_\_\_\_\_ (student), hereby give consent to \_\_\_\_\_ University of Pennsylvania to release any and all records it may have in its possession to \_\_\_\_\_ (affiliated entity) if such records are requested and required in order to prove my qualifications to enter into the \_\_\_\_\_ program or for other valid educational purposes. I realize that such records may include and not be limited to academic, health and disciplinary records, as well as my social security number for identification/security purposes. This release will expire at the end of the spring semester of the academic year in which it is signed or after the end of my internship with the affiliated entity, whichever is later.*

Every effort should be made to ensure that the affiliated entity understands the need for confidentiality as to each student's records.

J. Rolling Renewal Clauses

An affiliation agreement cannot contain a renewal clause that permits an automatic yearly renewal or language which merely states that the agreement will be reviewed yearly. All agreements must be limited to a maximum term of five (5) years, unless the written consent of the Chief Counsel is obtained.

K. University as Guarantor of Student/Faculty Costs

Many agreements will attempt to make the university a guarantor for costs and fees of students and faculty during the term of the agreement. For example, affiliators may

In order to avoid the myriad of due process issues, it is best to permit the affiliated entity to make the final decision as to a student's disciplinary removal from a program. First, since the university is not making the decision, the concerns surrounding due process do not exist. Second, as a practical matter, if an affiliated entity demands that a student be removed, it is best that the university honors the request, rather than risk the affiliated relationship to the detriment of the other students who are enrolled. However, the university may still need to provide academic due process as to any placement decision for an individual at future sites or continuance in the academic program.

letter is not accepted by the affiliated entity, the university should contact its university legal counsel for further discussion.

## SECTION V PREPARING AN AFFILIATION AGREEMENT

- A. Preparing an Affiliation Agreement from a Template
- B. Preparing an Affiliation Agreement from Scratch  
When None of the Templates are Appropriate
- C. Incorporating Affiliators' Forms, Releases and  
Other Items into Affiliation Agreements

A. Preparing an Affiliation Agreement from a Template

In most instances, the university will be able to use the form agreements found in the appendices of this handbook, with tailoring to fit the specific educational need in question. If the template is used with no alterations (except the necessary insertions required in each of the samples or modifications of health status requirements), the agreement need not be submitted to university legal counsel. However, ANY OTHER MODIFICATIONS TO THE TEMPLATE WILL REQUIRE LEGAL REVIEW AND SIGNATURE

The date that is filled in on the blank of the first paragraph must be prior to the date that services are to begin. Otherwise, university legal counsel will reject the contract. Understand that this is not the effective date but the signature date. The signature date notes when the parties executed the contract. The effective date is when the obligations under the contract are to begin. The effective date will be stamped on the agreement by university legal counsel upon approval if review is required. If no review is required, the effective date will be that date on which the last person executes the agreement.

names of those individuals who will be designated as having signatory authority for affiliation agreements.

COMMON ERRORS IN AGREEMENT PREPARATION TO AVOID:

- ü NO AGREEMENT MAY BE MODIFIED OR RENEWED AFTER ITS EXPIRATION DATE. PLEASE SET UP AN INTERNAL MECHANISM TO MONITOR AGREEMENT EXPIRATION DATES. ONCE AN AGREEMENT HAS EXPIRED, IF A RELATIONSHIP CONTINUES, IT IS UNAUTHORIZED AND INDIVIDUALS COULD BE HELD PERSONALLY LIABLE.
- ü ATTACH THE ORIGINAL AGREEMENT WHEN A RENEWAL IS SUBMITTED FOR REVIEW.
- ü NO AGREEMENT, INCLUDING RENEWALS, MAY EXCEED ~~5~~ YEARS WITHOUT THE WRITTEN APPROVAL OF THE CHIEF COUNSEL.
- ü ALL TERMS NOT ACCEPTABLE TO UNIVERSITY IN AN ENTITY'S AGREEMENT MUST BE STRICKEN AND INITIALED. READ THE FINE PRINT OF ALL TERMS PROVIDED BY THE AFFILIATED ENTITY OFFERED FOR THE UNIVERSITY'S USE. COMMON UNACCEPTABLE LANGUAGE IS CONTAINED IN SECTION III OF THIS HANDBOOK.
- ü A BROAD X OVER INAPPLICABLE LANGUAGE MAY CREATE QUESTIONS AS TO WHAT IS EXCLUDED IN AN AGREEMENT. DRAW LINES THROUGH EACH AND EVERY INAPPLICABLE SENTENCE AND HAVE ALL PARTIES INITIAL THE MODIFICATION. INITIALING ALSO APPLIES TO ADDITIONS, EVEN IF THERE WERE MODIFICATIONS.
- ü CLEARLY MARK, IDENTIFY AND INCORPORATE ADDITIONAL PROVISIONS, EXHIBITS OR ATTACHMENTS INCLUDING A REFERENCE TO THE TOTAL NUMBER OF PAGES WITHIN THE AFFILIATION AGREEMENT.
- ü ENSURE THAT CONTRACT ATTACHMENTS ARE NOT MISNUMBERED AND/OR MISMARKED.
- ü ALL CHANGES, WHETHER WRITTEN, ~~WHETHER~~ DELETED OR ADDED BY A SEPARATE PIECE OF PAPER MUST BE INITIALED BY ALL PARTIES.
- ü AGREEMENTS MUST BE COMPLETELY EXECUTED BY ALL PARTIES AT THE UNIVERSITY LEVEL PRIOR TO FORWARDING TO UNIVERSITY LEGAL COUNSEL. COUNSEL SIGNS THE CONTRACT, HE/SHE IS ATTESTING TO ITS LEGAL ACCURACY, NOT AS A PARTY TO THE AGREEMENT. THEREFORE, COUNSEL MUST BE THE LAST PERSON TO SIGN THE CONTRACT IF REVIEW IS REQUIRED.
- ü AT NO TIME MAY AN AGREEMENT BE MODIFIED WITHOUT THE ~~UNIVERSITY'S~~ CONSENT OF BOTH PARTIES. MISSING PAPERWORK, THAT IS SUBSEQUENTLY ADDED, SHOULD BE APPROVED BY THE AFFILIATED ENTITY. ADDING TERMS AND CONDITIONS TO AN AGREEMENT AFTER IT IS SIGNED WITHOUT CONFERRING WITH ALL PARTIES IS AKIN TO FRAUD.

**WARNING:**

ONLY THE PRESIDENT OF THE UNIVERSITY MAY SIGN AN AGREEMENT AND ANY OTHER PARTY SPECIFICALLY DELEGATED BY THE PRESIDENT IN WRITING TO THE CHIEF COUNSEL. NO PERSON SHOULD SIGN AN AGREEMENT ON BEHALF OF THE UNIVERSITY UNLESS THEY ARE SPECIFICALLY DELEGATED TO DO SO. A PERSON WITHOUT DELEGATION WHO SIGNS AN AGREEMENT WILL BE ACTING OUTSIDE THE SCOPE OF HIS OR HER EMPLOYMENT AND WILL BE HELD PERSONALLY LIABLE FOR OBLIGATIONS CREATED BY THE INAPPROPRIATE SIGNING OF THE AGREEMENT.

B. Preparing an Affiliation Agreement from Scratch When None of the Templates are Appropriate

There are many types of agreements for which the forms included in the Appendix of this handbook may not be appropriate or are not readily adaptable. When you encounter this type of situation, an original agreement must be drafted. If you are having any problems, do not hesitate to contact university legal counsel for guidance in that you are not using a preapproved template, university legal counsel must sign the agreement, thus approving it as to form and legality.

In drafting any agreement, there are essential elements that are to be contained in all agreements:

1. *Identification of the Parties.* The agreement must clearly and accurately identify the parties (i.e., corporation, fictitious name, individual). This is accomplished by stating at the outset of the contract as follows:

*This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between \_\_\_\_\_ University of Pennsylvania of the State System of Higher Education, hereinafter called "\_\_\_\_\_ University" and Acme Corporation, \_\_\_\_\_ (insert the form of the entity i.e., partnership, sole proprietorship, corporation, etc.) \_\_\_\_\_ (Address), hereinafter called "\_\_\_\_\_" (insert hospital, health agency, site, clinic, school district, etc.)*

2. *Signature Date.* The signature date of the Agreement should be completed in its entirety before sending to university legal counsel. The last person who signs the agreement before forwarding to university legal counsel should insert the date. This only reflects the date of a fully executed contract. The

contract is not effective until signed and date stamped by university legal counsel.

3. *Performance Dates.* The dates on which performance is to commence and be completed are essential and should be specifically addressed. NO AGREEMENT SHOULD COMMENCE ACTIVITY BEFORE THE EFFECTIVE DATE AS STAMPED BY THE OFFICE OF UNIVERSITY LEGAL COUNSEL. IF ACTIVITY BEGINS BEFORE THAT DATE, PARTIES ARE OPERATING WITHOUT THE BENEFIT OF AN AGREEMENT AND UNIVERSITY OFFICIALS WILL BE HELD PERSONALLY RESPONSIBLE, INCLUDING FINANCIALLY LIABLE FOR ANY SUITS THAT MAY ARISE DURING THIS INTERIM PERIOD

4. *Duties and Responsibilities.* The respective duties and responsibilities for both the university and the affiliated entity should be clearly delineated so that there is no confusion as to how the relationship will work to the benefit of the students.

5. *Mandatory Language.* The agreement must include all of the mandatory language for State System of Higher Education Affiliation Agreements and Commonwealth contracts, as discussed in Section III of this handbook.

6. *Signatures.* The parties, with title identification, must sign the agreement. A signature line must be created for university legal counsel. Above that signature line the words “Approved as to Form and Legality” should appear.

7. *Attachments.* If any tables, descriptions, drawings, pictures, documents, releases, etc., are to be attached to the agreement, include a paragraph which identifies the documents within the agreement and incorporate them into the agreement by reference. Clearly mark all attachments to the agreement.

C. Incorporating Affiliators’ Forms, Releases and Other Items into Affiliation Agreements

All attachments that are intended to be a part of the university’s agreement with the affiliated entity must be incorporated and referenced into the affiliation agreement and stapled to the agreement. It is a very common situation for an affiliated entity to have standard forms (i.e., a standardized confidentiality agreement) that it wants the university to sign. Under these circumstances, the documents in question must be “incorporated and referenced” into the affiliation agreement.

In order to incorporate an attachment and reference it into an affiliation agreement, the following standard provision should be used:





the contractor for additions or deletions. Rules governing amendments are Subsection D below.

In emergencies, with written approval of university legal counsel, the affiator ~~and~~ the university can agree to modifications in a letter that is signed by both parties. Either party can prepare the text of the letter. The letter itself must be on the affiliated entity's letterhead and then the letter must be "incorporated by reference" to the initial contract with wording to that effect at the end of the letter. However, this "letter technique" is to be used only as a last resort; if time allows, it is preferable to type up a clean, revised, version of the contract and resubmit it to the affiliated entity for signature.

The letter method, if used after approval by university legal counsel, should be signed by the proper person and should state:

*This letter shall be attached hereto, incorporated herein and deemed a modification of the affiliation agreement between \_\_\_\_\_ (affiator's name) and \_\_\_\_\_ University of Pennsylvania made on the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year). All other provisions of the referenced agreement not affected by this letter shall remain in full force and effect.*

#### D. Amendments to the Agreement

Sometimes changes are required in an agreement prior to its expiration. This can be for a multitude of reasons including, but not limited to, the modification of a program, increase in permissible enrollment, change of calendar, etc. These changes can and must be prepared for the protection of the university and the students participating in a program, in an amendment to the original contract

A sample amendments provided in Appendix N of this handbook.

## SECTION VII RENEWING AN AFFILIATION AGREEMENT

An affiliation agreement may be renewed only if the original agreement contains a renewal provision and *if the renewal is accomplished before the prior agreement expires*. If a renewal is not accomplished prior to an agreement's expiration, the expiration of the agreement leaves nothing for the preparer to renew. Hence, the untimeliness of the renewal will require that the agreement process begin from scratch. Please consider monitoring those affiliation agreements with renewal provisions in a calendar review system. This will permit sufficient time for the preparation and submission of the renewal, and hopefully avoid the lapsing of an otherwise renewable agreement.

The beginning of the term of a renewal must be prior to, or the same as the termination date of the agreement that is being renewed. Similarly, the "date made" must be prior to, or the same as the termination date of the prior agreement. *If the term of a renewal begins prior to the termination date of the former agreement,*

3. The original contract, along with any amendments, prior renewals, and the renewal letter, are submitted to university legal counsel.

ALL RENEWALS AND AMENDMENTS/MODIFICATIONS MUST BE SUBMITTED TO UNIVERSITY LEGAL COUNSEL FOR REVIEW

## SECTION VIII      ARTICULATION AGREEMENTS

Academic institutions, based on their respective strengths, may join together in order to offer a degree program. Such collaborative efforts can occur between two State System Universities or with a local higher education institution as well. Such arrangements for such academic ventures are referred to as “articulation agreements.”

The challenges to memorializing such arrangements include academic qualifications for entry, acceptable academic standards, defined applicability of each institution’s policies and procedures and other matters that are taken for granted in the day-day functioning of a university that now must take into consideration how another institution may handle various aspects of administering a degree program.

As in the case of any arrangement between institutions within the State System, any articulation agreement should not be in the form of a contract but a letter of agreement or understanding. A sample Articulation Agreement that can be used between two State System Universities is found in Appendix K of this handbook. However, an agreement between a State System University and another institution of higher education must be in the form of a legally binding agreement. Therefore, this arrangement should be formalized with the Agreement found in Appendix K and supplemented with the Mutual Terms and Conditions which are commonly found in Paragraph III of the sample affiliation agreements provided within this handbook.

# APPENDIX A GENERIC AFFILIATION AGREEMENT

## Internship Agreement

This agreement establishes the relationship between \_\_\_\_\_ University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and *type name of organization*

7. The University, at the beginning of the internship term, will inform the Organization of course requirements such as the intern's attendance at meetings/seminars or activities that may take the intern away from the assignment.
8. The University may request termination of the internship placement for any student not complying with University guidelines and procedures for the internship program, as long as the Organization has ~~be~~ notified in advance.
9. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance ~~and~~ it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

## II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an internship job description that outlines the duties and responsibilities of the intern. The University will use this document to determine the suitability of the internship for academic credit. Should changes to the job description be necessary after the internship is approved, the Organization agrees to notify the University of such changes.
2. The Organization agrees to notify the University of ~~se~~ selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings ~~etc.~~
3. The Organization selects interns based on the Organization's needs and preferences.
4. The Organization determines the schedule that the intern will maintain on premises. The total scheduled hours will comply with standards established by the University for the award of credit hours: forty (40) hours of site contact equals one credit. The minimum internship is one hundred twenty (120) hours for a semester or summer term.
5. At the beginning of the internship, the Organization determines the amount of compensation, if any, received by the intern. The Organization will inform the University if intern will receive an hourly wage, stipend ~~if~~ they will serve in a non paid capacity.
6. The Organization agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Organization will also provide orientation, training, supervision and evaluation of the intern.



6. This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

\_\_\_\_\_ University of Pennsylvania      *type name of agency/organization here*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

EFFECTIVE DATE OF AGREEMENT: (date of last signature) \_\_\_\_\_

## APPENDIX B SAMPLE AFFILIATION AGREEMENT

### AFFILIATION AGREEMENT FOR ~~USAN~~ AUDIOLOGY/SPEECH PATHOLOGY CLINICAL SITE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and \_\_\_\_\_ (hereinafter "Site").

#### BACKGROUND

WHEREAS Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of \_\_\_\_\_ *i.e.*, (Master of Science in Audiology, Master of Science in Speech Pathology); and

WHEREAS the University is an educational institution that provides a degree in the area of \_\_\_\_\_ *i.e.*, (speech pathology, audiology, etc.); and

WHEREAS the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic setting; and

WHEREAS the Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE intending to be legally bound, the parties hereto agree as follows:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.



## II. DUTIES AND RESPONSIBILITIES OF THE CLINIC

- a. *Student Participation at Site.* The Site agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. *Patient Care/Administration.* The Site will have sole authority and control over all aspects of patient services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.
- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Supervision of Students.* The Site shall provide clinical site supervisors who will monitor student activities during clinical visits.

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- j. *Facilities.* Available space at the Site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- k. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be \_\_\_\_\_ years from the date of execution. This Agreement may not exceed a period of ~~(5)~~ years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.*

h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
Site Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

## APPENDIX C SAMPLE AFFILIATION AGREEMENT

### AFFILIATION AGREEMENT FOR USE WITH A NURSING HEALTH AGENCY

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and \_\_\_\_\_ (hereinafter "Health Agency").

### BACKGROUND

WHEREAS, Health Agency is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Bachelor of Science in Nursing Program and/or Master of Science in Nursing Program; and

WHEREAS, the University is an educational institution that provides a degree in the area of nursing; and

WHEREAS, the University is desirous of providing an educational experience for rotation and implementation of the students' clinical experience; and

WHEREAS, the Health Agency is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels. The parties will mutually agree upon the number of students selected for each clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.

- d. *Submission of Candidates.* The University shall submit the names of the students to a designated representative of the Health Agency at least \_\_\_ weeks prior to the clinical assignment.
- e. *Policies of Health Agency.* The University will review with each student prior to the clinical assignment any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Health Agency will provide the University all the applicable information at least \_\_\_\_ weeks in advance of the clinical rotation.
- f. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Health Agency and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- g. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Health Agency and/or state regulatory agencies, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- h. *Scheduling of Clinical.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Health Agency.
- i. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Health Agency understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, seq.

## II. DUTIES AND RESPONSIBILITIES OF THE HEALTH AGENCY

- a. *Student Participation in Clinical Experiences.* The Health Agency agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Health Agency agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Health Agency and the University.
- b. *Patient Care/Administration.* The Health Agency will have the sole authority and control over all aspects of patient services. The Health Agency will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Health Agency shall have the authority to immediately remove a student who fails to comply with the Health Agency's policies and procedures. If such a removal occurs, the Health Agency should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Health Agency may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Health Agency assumes no responsibility, financial or otherwise, beyond the initial first aid.
- e. *Designation of Representative.* The Health Agency shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Changes in Available Space.* The Health Agency will, as soon as practical, advise the University of any changes in clinical space that can be used for clinical assignments. If additional clinical education programs exist with other institutions, the Health Agency shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.

responsibility for the care that is to be given to patients/clients remains the responsibility of the Health Agency in general and specifically the staff nurse who has been delegated this responsibility from the Director of Nursing. The Health Agency maintains the policy whereby staffing levels on the units should not be based on the availability of students to provide care, but rather based on patient/client needs since the agency does have the ultimate responsibility for the provision of these services.

- j. *Orientation.* The Health Agency personnel will provide orientation for students and faculty, give reports and assist students and faculty in providing optimum care for the patients/clients. The faculty and students will fully cooperate with the Health Agency personnel in providing optimum care for the patient.
- k. *Reporting of Student Progress.* The Health Agency shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Health Agency.
- l. *Student Records.* The Health Agency shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be \_\_\_\_\_ years from the date of execution. This Agreement may not exceed a period of ~~(5)~~ years.
- b. *Termination of Agreement.* The University or the Health Agency may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Health Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue the respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF

## APPENDIX D SAMPLE AFFILIATION AGREEMENT

### AFFILIATION AGREEMENT FOR USE WITH A NURSING PRIVATE PRACTITIONER

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the individual practitioner, \_\_\_\_\_ (hereinafter "Practitioner"). The parties intend to be legally bound to the following terms:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Practitioner.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. *Submission of Candidates.* The University shall submit the names of the students to the Practitioner at least \_\_\_\_\_ weeks prior to the clinical assignment.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the Practitioner and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the University and the Practitioner.
- f. *CPR Certification.* All practicum students must have a current CPR certification, which must remain current during the student's participation in this program.
- g. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00

per occurrence. This policy must remain in full force and effect for the duration of the practicum assignment.

The Practitioner understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public University and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, seq.

## II. DUTIES AND RESPONSIBILITIES OF PRACTITIONER

a.



provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
Practitioner Name (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

APPENDIX E  
SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT FOR USE OF A  
MEDICAL TECHNOLOGY/CLINICAL LABORATORY SITE

University. The course grades and credits will be recorded on the official University transcript.

- c. *Policies of Site.* The University will review with each student, prior to the clinical assignment, any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Site will provide the University all the applicable information at least \_\_\_\_ weeks in advance of the clinical assignment.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site, and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- e. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- f. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, seq.

II.



### III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be \_\_\_\_\_ years from the date of execution. This Agreement may not exceed a period of ~~five~~ (5) years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other for the actions, torts or negligence of the parties, the parties do  
The standard is 8/F3-12, 8/F3-022 to 8/F3-041  
e.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_

# APPENDIX F SAMPLE AFFILIATION AGREEMENT

## AFFILIATION AGREEMENT WITH A SCHOOL DISTRICT FOR STUDENT TEACHING

\*\*\*THIS AGREEMENT CAN BE USED ALSO FOR A STUDENT TEACHING PRACTICUM/OBSERVATION EXPERIENCE PROVIDED THAT PARAGRAPH II(j) IN REGARDS TO COMPENSATION IS OMITTED.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school district, \_\_\_\_\_ (hereinafter "School District"). The parties intend to be legally bound to the following terms:

### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least \_\_\_\_\_ weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, seq.

- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 198804. This stipend is in addition to the regular salary paid by the School District or Agency.

## II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's \_\_\_\_\_ (insert degree and program). This practicum/student teaching is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least \_\_\_\_\_ weeks in advance of the Student's participation.
- c. *Administration.* The School District will have the sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).

- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of fulltime teaching experience and have been in his/her current assignment in a school district for a minimum of one (1) year.
- j. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

### III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be \_\_\_\_\_ years from the date of execution. This Agreement may not exceed a period of ~~(5)~~ years.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, ~~national~~ origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
School/School District (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX G SAMPLE AFFILIATION AGREEMENT

This Agreement may be used for a School District or Private School

### AFFILIATION AGREEMENT WITH A SCHOOL DISTRICT/SCHOOL NURSE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school/school district, \_\_\_\_\_ (hereinafter "School District").

WHEREAS the School/School District is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Bachelor of Science in Nursing Program and/or Master of Science in Nursing program; and

WHEREAS the University is an educational institution that provides a degree in the area of nursing; and

WHEREAS the University is desirous of providing a school health clinical experience; and

WHEREAS the School/School District is desirous of establishing a relationship with the University whereby the University students may receive school health clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE the parties intend to be legally bound to the following terms:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels. The parties will mutually agree upon the number of students selected for each school health clinical program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, faculty appointments and graduation.

- c. *Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.
- d. *Submission of Candidates.* The University shall submit the names of the students to the School District to a designated representative of the School/School District at least \_\_\_\_ weeks prior to the clinical assignment.
- e. *Policies of School/School District.* The University will be responsible for advising students of their responsibilities under this Agreement. The students shall be advised of their obligations to abide by the policies and procedures of the School/School District and should any student fail to abide by any policy/procedure, he or she may be expelled from the program.
- f. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the School/School District and/or state regulatory agencies, including but not limited to, physical examinations and other vaccinations as required by the regulatory agency. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinical experience involved, the student will be in compliance as a condition of participation.
- g. *Scheduling of Clinical.* The University shall plan the assignment and schedule of those participating in the clinical experience in cooperation with the School/School District.
- h. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The School/School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, seq.



### III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be \_\_\_\_\_ years from the date of execution. This Agreement may not exceed a period of ~~(5)~~ years.
- b. *Termination of Agreement.* The University or the School/School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School/School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to i

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
School/School District (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

## APPENDIX H SAMPLE HIPAA LETTER

RE: Business Associate Agreement

Dear:

The \_\_\_\_\_ University of Pennsylvania recently received a proposed Business Associate Agreement from your office. \_\_\_\_\_ University appreciates the opportunity for its students to perform clinical internships at \_\_\_\_\_ ("covered entity") pursuant to an Affiliation Agreement. The Affiliation Agreement has always included a confidentiality provision as well as a provision in which the University acknowledges that it will inform its students of their responsibility to comply with the law as well as the policies and procedures of the covered entity.

\_\_\_\_\_ University is familiar with HIPAA regulations. The Office of Civil Rights Guidance on the HIPAA Privacy Rule provides useful interpretation stating, "a member of the covered entity's workforce is not a business associate." The University students will be functioning as part of the covered entity's workforce, regardless of whether classified as an employee for workers' compensation purposes, and will be subject to the entity's HIPAA policies and procedures. A business associate relationship is not created between the covered entity and University because the covered entity will neither look to



ARTICLE II

The \_\_\_\_\_ University of \_\_\_\_\_ agrees to receive students  
\_\_\_\_\_ University each year to enroll them in the  
\_\_\_\_\_ Program (in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> year courses of the  
“\_\_\_\_\_” program, or other specific courses) as well as the \_\_\_\_\_  
at the University of \_\_\_\_\_.

\_\_\_\_\_ University students attend the \_\_\_\_\_ under one of two tracks (1)

The exchange pays tuition at the home institution and consequently does not have to pay tuition at the host institution. All fees will be waived for the \_\_\_\_\_ students attending \_\_\_\_\_ University. \_\_\_\_\_ University students attending \_\_\_\_\_ will be responsible for room, board and proof of insurance. ICN students will be responsible for health fee, proof of insurance, room and board. Similar fees will be waived for the \_\_\_\_\_ University students attending \_\_\_\_\_.

Both universities agree to guarantee availability of university dormitory/residence hall rooms for exchange students. Exchange students will be responsible to the host institution for all fees related to the room and board. Host institutions will reserve the right of withholding the

*I, \_\_\_\_\_ (student), hereby give consent to \_\_\_\_\_ University to release the above information and any and all records it may have in its possession to \_\_\_\_\_ (host institution) if such records are requested and required in order to prove my qualifications to enter into the \_\_\_\_\_ program or for other valid educational purposes. I realize that such records may include and not be limited to academic, health and disciplinary records, as well as my social security number for identification/security purposes. This release will expire at the end of the spring semester of the academic year in which it is signed or after the end of my student exchange with the affiliated entity, whichever is later.*

Each university shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA/Buckley Amendment) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

#### ARTICLE VI

It will be the responsibility of the host institution to set up the room/board for each student and to confirm these arrangements with the respective administrator at the student's home at least sixty (60) days prior to the student's matriculation period. Students will be expected to work out their medical/health care arrangements prior to leaving their home country.

Students are fully responsible for their transportation costs and all incidental expenses in the host country.

#### ARTICLE VII

All student participants maintain full status at their respective home institution but will be simultaneously regarded as full-time students of the host institution and will be subject to the rules and regulations of the host institution including compliance with all laws of the host country. In the case of suspension from the host institution, as a result of a disciplinary or academic action, the individual concerned will immediately become bound by the action of the host institution and may face additional hearing/proceedings/ramifications at the home institution as well.

#### ARTICLE VIII

Each institution agrees to provide a staff or faculty member to function as program advisor to assist participants with matters pertaining to academic scheduling as well as personal matters relating to orientation and cultural adaptation. An advisor will function as the exchange participant's primary university contact person once the exchange has begun and will be responsible for writing an evaluation to be made of the student's work at the end of the exchange period.

In accordance with enrollment regulations prevailing at the respective host institution, each university assures that the exchange students will have access to courses, libraries, study tools and facilities, as well as all services and leisure activities normally offered to students.

Coordinators at the host institutions shall provide orientation upon arrival.

At the end of the matriculation period, and within four(4) weeks from the end of a given semester or academic term, the host institution shall provide to the home institution a certified copy of the student's transcript.

#### ARTICLE IX

Health insurance and, if necessary, accident coverage must be procured at ~~least~~ (10) days prior to leaving the home country.

#### APPENDIX X

The term of this Agreement shall be \_\_\_\_\_ years from the ~~date~~ final approval by University



APPENDIX J  
SAMPLE AFFILIATION AGREEMENT

AFFILIATION AGREEMENT  
WITH FOREIGN PLACEMENT SERVICES  
NATIONAL STUDENT EXCHANGE

THIS AGREEMENT and release is made and entered into between \_\_\_\_\_  
University of Pennsylvania (hereafter referred to as the "University") and  
\_\_\_\_\_ (hereafter referred to as "Student") for  
participation in the National Student Exchange (hereafter referred to as "NSE").

WHEREAS the University desires to provide educational exchange opportunities for its students, including studying at one of NSE's member colleges or universities, as well as linkages to the international programs or other off-campus study opportunities offered by the NSE member institutions; and

WHEREAS the Student desires to participate in NSE and its linkages under the terms and conditions hereinafter set forth:

NOW, THEREFORE in consideration hereof the parties agree as follows:

I. STUDENT'S OBLIGATIONS

- a. *Release of information.* The collection, retention, and dissemination of your records and information about you are subject to federal regulations under the *Family Educational Rights and Privacy Act* of 1974. This means that you are responsible for specifying the person or agents who may have access to your records. It is, therefore, necessary to obtain your permission to collect and release information appropriate to your application and participation in the exchange, e.g., letters of recommendation, transcripts, conduct, fiscal and medical and/or counseling files that have a bearing on your application for exchange as well as your continuing eligibility for exchange while at the host institution. Student further agrees that University and host institution may disclose to one another information which describes the financial, academic, health, and disciplinary status of the student.

- b. *Release for Off-Campus Study Through NSE.* Student understands that the University and NSE assist students in making arrangements to exchange to the

- h. *Medical Matters.* Student shall obtain immunizations required by the University and/or host institution as well as comply with any other medical matters relating to Student's participating in NSE.
- i. *Medical Treatment.* If during his/her participation in NSE, Student becomes incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from Student's family, Student agrees that medical treatment may be performed when, in the opinion of competent medical personnel the health or welfare of Student will be adversely affected by delay. In such event, Student authorizes the University or the host institution's NSE



- b. *Choice of Law.* This *Agreement and Release* and all claim and causes of action brought by one party hereto against the other and in any way relating to Student's participation in NSE shall be governed by the laws of Pennsylvania.

IV. MUTUAL TERMS AND CONDITIONS

- a. *Term.* The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_. This agreement may not exceed a period of one(1) calendar year.
- b. *Termination.* The University may terminate this Agreement for any reason within ninety (90) days notice. Any party may terminate this Agreement in the event of substantial breach.
- c. *Discrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1973 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. *Modification.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- e. *Independent Contractors.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

V. SIGNATURES

Student has read this *Agreement and Release*, understands its contents, and acknowledges it is signed freely, voluntarily, and under no compulsion. Student acknowledges that he/she is at least 18 years of age and competent to execute this Agreement.

\_\_\_\_\_  
STUDENT (please print)

\_\_\_\_\_  
STUDENT signature

\_\_\_\_\_  
Date

If the student is under 18 years old Parents or Legal Guardian must sign below:

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN (please print)

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN (please print)

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN (signature)

\_\_\_\_\_  
Date

IF UNDER 18, BOTH PARENTS MUST SIGN UNLESS ONE PARENT IS DECEASED OR A PAREN

## NATIONAL STUDENT EXCHANGE

STUDENT OR PARENT(S)/LEGAL GUARDIAN(S) has read ~~this~~ *Agreement and Release*, understands its contents, intending to be legally bound hereby and acknowledges that it is signed freely, voluntarily, and under n

APPENDIX K

GUARANTEED ARTICULATION AGREEMENT  
BETWEEN  
UNIVERSITY OF PENNSYLVANIA  
AND  
UNIVERSITY OF PENNSYLVANIA

FOR USE BETWEEN TWO STATE SYSTEM INSTITUTIONS

~~PLEASE NOTE~~ SHOULD ANY UNIVERSITY DESIRE AN ARTICULATION AGREEMENT WITH A STATE SYSTEM OF HIGHER EDUCATION INSTITUTION, THE FORM IN THIS APPENDIX MAY BE UTILIZED. HOWEVER, THE "MUTUAL TERMS AND CONDITIONS" FROM AN AFFILIATION AGREEMENT TEMPLATE ~~WILL BE~~ ~~ADDED~~ ~~TO~~ ~~THE~~ ~~FORM~~ ~~AND~~ ~~THE~~ ~~STATE~~ ~~SYSTEM~~ ~~INSTITUTION~~ ~~WILL~~ ~~NEED~~ ~~TO~~ ~~ADD~~ ~~THE~~ ~~NECESSARY~~ ~~ADDITIONAL~~ ~~LANGUAGE.~~

WITNESSETH

WHEREAS, \_\_\_\_\_ University of Pennsylvania (hereafter "\_\_\_\_\_  
University") offers an Associate Degree in Applied Science in Respiratory Therapy; and

WHEREAS, \_\_\_\_\_ University of Pennsylvania (hereafter "\_\_\_\_\_  
University") offers a Bachelor of Science Degree in Applied Science in Respiratory Therapy;  
and

WHEREAS both Universities desire to facilitate the transfer of students from an  
Associate in Applied Science in Respiratory Therapy at \_\_\_\_\_ ~~with~~ ~~the~~ ~~ability~~ ~~to~~ ~~transfer~~ ~~to~~ ~~the~~ ~~subsequent~~ ~~Bachelor~~ ~~of~~ ~~Science~~ ~~Degree~~ ~~program~~ ~~at~~

3. Admission of Transfer Student One year prior to matriculation at \_\_\_\_\_ University the student confirms the intent to enroll by completing the transfer admissions application (for information purposes only, admission to \_\_\_\_\_ University is assured with the Associate in Applied Science). The \$\_\_\_\_ application fee is waived by

12. School Calendar. \_\_\_\_\_ University's calendar will control as to pertinent dates for registration, exams, semesters and school breaks.

13. Termination of Articulation Agreement. Either institution may withdraw from the Agreement upon written notification to the other university, except the commitments made to students who have signed letters of intent will be honored.

14. This agreement is not a legally binding contract and is not enforceable in a court or in the Pennsylvania Board of Claims. In the event of a dispute between the parties advice and direction will be offered by the Office of the Chancellor of the State System of Higher Education.

For \_\_\_\_\_  
University of Pennsylvania

For \_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
President, or authorized designee

\_\_\_\_\_  
President, or authorized designee

\_\_\_\_\_  
Provost and Vice President  
for Academic Affairs

\_\_\_\_\_  
Provost and Vice President for  
Academic Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
University Legal Counsel

\_\_\_\_\_  
University Legal Counsel



## EXHIBIT B

Department of Biological/Allied Health Sciences                      Name \_\_\_\_\_  
 \_\_\_\_\_ University, \_\_\_\_\_, PA XXXXX                      SS# \_\_\_\_\_ Date Entering \_\_\_\_\_

### RESPIRATORY THERAPY

*Effective Fall 1998/Revised 4/98 JEC*

The baccalaureate curriculum shown here is designed for those students who possess an associate degree in respiratory therapy. The required courses are intended to enhance scientific understanding; the general education courses are designed to expand knowledge; and the emphasis courses point towards a management or education career, complementing clinical skills in a health setting such as a hospital or clinic. Remember the 128 credit hour minimum for graduation; it is likely that you will have to take more courses than listed here.

### REQUIRED COURSES

Biology/Allied Health Sci.	<u>Hours</u>	<u>Semester Scheduled</u>	<u>Grade</u>
50- _____ Biology Elective for majors	4	4 Biologyre	0heEt5 0.037



148-

APPENDIX L  
SAMPLE RENEWAL BY LETTER  
(SUBMISSION SHOULD BE ON LETTERHEAD)

\_\_\_\_\_, Esquire  
University Legal Counsel  
State System of Higher Education  
Dixon University Center  
Harrisburg, PA 17110

RE: RENEWAL OF AFFILIATION AGREEMENT  
BETWEEN \_\_\_\_\_ UNIVERSITY OF  
PENNSYLVANIA AND \_\_\_\_\_

Dear Attorney \_\_\_\_\_;

## APPENDIX M

### SAMPLE AFFILIATION AGREEMENT RENEWAL (RENEWALS ARE TO BE SUBMITTED FOR LEGAL REVIEW)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ University of Pennsylvania of the State System of Higher Education (address), (hereinafter "University"),

and

\_\_\_\_\_, (Affiliated Entity's full name, which must be in its legally recognized form, i.e., corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the party may be referred to as "Affiliated Entity" within this document from this point forward) at (address) acting through its proper officials, hereinafter referred to as "\_\_\_\_\_" Federal I.D. # \_\_\_\_\_ (or if an individual, Social Security Number).

WHEREAS, this agreement renewal is for the renewal of the original affiliation agreement between the parties (i.e., "Site, Clinic, Hospital, School, School District") dated \_\_\_\_\_; and

WHEREAS, the original affiliation agreement identified above, together with any previously executed amendments, is attached hereto, and incorporated herein and marked Attachment A, and all its terms and conditions remain unchanged except as modified in this agreement renewal.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree as follows:

1. Term of Agreement Renewal This is the first (second, third, etc.) renewal of

IN WITNESS WHEREOF, this Agreement Renewal has been executed and delivered as of the date set forth in the caption above.

\_\_\_\_\_  
University of Pennsylvania

## APPENDIX N

### SAMPLE AMENDMENT TO AN AFFILIATION AGREEMENT (AMENDMENTS MUST BE SUBMITTED FOR LEGAL REVIEW)

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ University of Pennsylvania of the State System of Higher Education (address), (hereinafter "University"),

and

\_\_\_\_\_, (Affiliated Entity's full name, which must be in its legally recognized form, i.e., corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the party may be referred to as "Affiliated Entity" within this document from this point forward) at (address) acting through its proper officials, hereinafter referred to as "\_\_\_\_\_" Federal I.D. # \_\_\_\_\_ (or if an individual, Social Security Number).

WHEREAS this agreement is for the amendment of the original affiliation agreement between the \_\_\_\_\_ i.e., "Site, Clinic, Hospital, School/School District") dated \_\_\_\_\_; and

WHEREAS the original affiliation agreement identified above, together with any previously executed amendments, is attached hereto, and incorporated herein and marked Attachment A, and all its terms and conditions remain unchanged except as modified in this amended agreement.

WHEREAS subsequent to its execution an error (for state need for amendment other than error) was discovered as to the terms of the affiliation agreement; and

WHEREAS the parties mutually agree to amend the contract to reflect the correct (or new/additional information depending on reason for amendment) information as to the term of the agreement and the number of participants.

NOW THEREFORE the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Term of Agreement The term of this agreement shall be amended to December 1, 2000 through November 30, 20\_\_.

2. Number of Participants The number of participants in this program at any given time shall not exceed five (5) students per semester.

3. Terms of Original Agreement All other terms and conditions of the original agreement not modified in this amendment shall remain in full force and effect and be

considered incorporated herein as part of the amended agreement. Said original agreement is attached hereto, incorporated herein and marked Attachment A.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

\_\_\_\_\_  
University of Pennsylvania

\_\_\_\_\_  
Affiliated Entity (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

Approved as to Form and Legality:

\_\_\_\_\_  
University Legal Counsel

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

## APPENDIX O

### SAMPLE COVER LETTER TO ACCOMPANY AFFILIATION AGREEMENT

Date:

Affiliated Entity Name & Address

RE: \_\_\_\_\_ Agreement

Dear \_\_\_\_\_:

This confirms conversations between our faculty member, Dr. \_\_\_\_\_, and your representative, \_\_\_\_\_, of our wish to use \_\_\_\_\_ (agency/school district/hospital, etc.) as a \_\_\_\_\_ (health agency, clinical site, student teaching center, practicum center, etc.) for the university's \_\_\_\_\_ (program name, e.g., nursing BSN and MSN program, or MS in Audiology program).

Enclosed are two(2) original standard affiliation agreements used by the university for your signature and to return in the enclosed envelope. After all signatures are affixed, one (1) original will be returned to you and the agreement will be deemed effective.

We share the following with you for purposes of clarification. Others have raised questions about the procedural issues noted below and in order to prevent any undue delays, we draw the following to your attention:

§ Date. The blank with the date in the first paragraph i.e., "This agreement made this \_\_\_ day of \_\_\_\_\_"), will be completed when the last person at the university executes the agreement.

§ Signatures. It is important that any individual who signs on behalf of your institution have contracting authority to legally execute the enclosed agreement.

Thank you, most sincerely, for your willingness to affiliate with this university. Should you have any questions regarding anything contained in this letter, or within the enclosed agreement, do not hesitate to contact me.

Sincerely,



## IV. Services Information

\_\_\_\_\_ Are the specific terms of the agreement clear and without contradiction as to any other provisions?

\_\_\_\_\_ Is there a need to attach, incorporate and reference other documents to the agreement to clearly establish either party's rights and responsibilities?

\_\_\_\_\_ If there is a mandatory time frame for the completion of the affiliation, is it contained in the services requested?

\_\_\_\_\_ Does the term of the agreement exceed five (5) years (including renewals, original plus four renewals equals five years)? If so, do you have written approval from the Chief Counsel?

## V. Standard Terms and Conditions

Are the following terms and conditions included in the contract?

- \_\_\_ Term of Agreement
- \_\_\_ Termination of Agreement
- \_\_\_ Nondiscrimination
- \_\_\_ Amendments
- \_\_\_ Severability
- \_\_\_ Applicable Law
- \_\_\_ Independent Contractor
- \_\_\_ Liability
- \_\_\_ Integration/Entire Agreement

Are the following clauses excluded as ~~IS~~ IMPERMISSIBLE

\_\_\_\_\_ Liability language which expands the university's exposure and decreases its protection under sovereign immunity

\_\_\_\_\_ Are all impermissible clauses/paragraphs/languages stricken and initialed by all signatories to the contract?

\_\_\_\_\_ Disclosure of Student Information without Student approval

\_\_\_\_\_ Rolling Renewal Clauses

\_\_\_\_\_ Are all “blank” spaces in the contract completed or marked “not applicable”, i.e., N/A)?

\_\_\_\_\_ If the agreement is being submitted for a second review as a result of it being returned for correction, has the affiliated entity seen all changes/additions and approved them prior to resubmission to university legal counsel? Have you written documentation of the affliator’s approval of the changes in your file?

## APPENDIX Q

### GLOSSARY OF TERMS

Act 188: The statutory authority that establishes the State System of Higher Education. It also defines the roles and responsibilities of the System, individuals who voluntarily serve

**Court Costs** Costs assessed by a Court generally assessed against a losing party in a litigation matter. This type of clause is impermissible in any Commonwealth agreement.

**d/b/a : Doing Business As.** Used to indicate that an owner of a business utilizes a fictitious name as part of his business identity. Example: John Smith d/b/a Harrisburg Family Practice.

**Employee:** An individual drawing a salary or wages from a Commonwealth agency, whether elected or not, and at times, volunteers, performing personal services for any Commonwealth Agency.

**Execution:** The signing of an agreement by a person with contracting authority.

**Holdharmless Clauses** A statement in an agreement that obligates one party to not hold a second party liable for any actions, or to pay any liability incurred by that other party, which may be specified and limited.

**Independent Contractor** An affiliated entity who performs services under an affiliation agreement who is not an employee of the University.

**Jurisdiction:** The Court with the authority to hear and resolve legal disputes.

**Legal Approval**

University Legal Counsel Attorneys who work under the auspices of the Office of General Counsel who are supervised by Chief Counsel for the State System of Higher Education. They are assigned to respective universities for the purpose of providing legal services.