

UNIVERSITY OF MARYLAND COLLEGE PARK
AFFILIATION AGREEMENT

This Agreement, effective as of the last date of signature below ("Effective Date"), is entered into by and between the University of Maryland College Park, a public agency and instrumentality of the State of Maryland, located at College Park, Maryland 20742 (hereinafter "University") and the City of Hyattsville, Maryland, an incorporated municipality of the State of Maryland, having an address of 4310 Gallatin St. Hyattsville, MD 20781 (hereinafter "Affiliate").

The purpose of this Agreement is to set forth the terms and conditions under which University and Affiliate will collaborate to provide internships for qualified students enrolled in a program of study in the School of Public Health at the University. The Affiliate acknowledges that it will benefit by its association with the faculty and students of the University and the University acknowledges it will benefit by being able to provide its students with first hand experience. Based on the receipt of such consideration, the Parties hereby agree as follows:

- I. University Responsibilities: The University shall, in consultation with representatives of Affiliate, plan and administer the educational program for students placed with Affiliate and assume the following responsibilities:
 - A. Appoint a person to direct the educational program at the University and to act as liaison for the University, Affiliate, and student. Until the University notifies Affiliate of a new liaison, its designee is the person identified in Section V.(E.);
 - B. Work with Affiliate to develop the overall plan for the placement and provide the plan to the Affiliate and students prior to its commencement;
 - C. In consultation with the Affiliate, establish criteria students must meet, including pre-placement instruction, to qualify to participate in the placement;
 - D. Provide Affiliate with the names of the students who are selected to participate in the placement at least one month prior to the start of the placement;
 - E. Develop and provide a placement manual specific to the students. The manual shall, among other things, instruct students to abide by the rules, regulations, policies, and procedures as stipulated by University and Affiliate, including, where appropriate, the policy of holding patient information in the strictest confidence;
 - F. Where required by the Affiliate, notify students to provide Affiliate proof of immunization for measles, mumps, and rubella certification of varicella immunity; evidence of immunization against tetanus/diphtheria; and the results of tuberculosis screening or other medical physical documentation performed within 12 months of the date of the student's enrollment. University and Affiliate will evaluate the documentation prior to the placement; and
 - G. Where appropriate or where required by the Affiliate, train students in OSHA Universal

Precautions and federal law governing privacy of health information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

- II. **Affiliate Responsibilities:** Affiliate shall plan and administer all aspects of patient care for clinical placements and shall assume the following responsibilities, as appropriate for specific internship activities:
- A. Appoint a person to coordinate all activities under this Agreement with the University and to act as liaison for the Affiliate between the University and students. Until such time that Affiliate gives written notice of a new coordinator, its designee is the person identified in Section V. E.
 - B. Cooperate with the University in planning the students' internship experience to provide a structured and supervised experience compatible with the University's educational objectives ;
 - C. Promptly review nominated students and their credentials and notify the University and student whether the student is approved for the internship. The parties agree that Affiliate may refuse to accept any student who has been discharged for cause as an employee by Affiliate;
 - D. Work with student and University to establish dates and times of the placement;
 - E. Orient students to rules, regulations, policies, and procedures of Affiliate, including application of HIPAA if appropriate;
 - F. Use information received about students only to verify their status and to fulfill the training requirements of the placement as described in this Agreement and keep all students' records, including medical records confidential, in accordance with the provisions of the Family Education Rights and Privacy Act;
 - G. As appropriate to the placement, inform students in writing of the risk of Hepatitis B and proof of vaccination or signed declination;
 - H. For clinical internships, assume responsibility for students' clinical assignments. Such assignments will be made to best meet the needs of students and Affiliate in consideration of the mission of the clinical service, readiness of the students, students' proficiency, and the best interests of Affiliate's patients. Nothing in this Agreement or Affiliate's policies shall require a patient to receive care from a student. Patients and Affiliate staff shall have the right not to be or not to be designated to be a teaching patient;
 - I. Notify University personnel as soon as possible of problems with students' conduct. Affiliate may request the withdrawal of any student for a reasonable cause related to maintaining Affiliate's standards, practices, or policies; and
 - J. Provide the University with a written evaluation of students upon their completion of the placement in accordance with criteria specified by the University.

III. Representations

- A. The University represents that its educational program is accredited by appropriate accreditation agencies and students who successfully complete the internship will receive appropriate credits toward the completion of their educational programs.
- B. Affiliate represents that it has the personnel to supervise the internship and has acquired any permissions or licenses that applicable law may require to sponsor a placement.
- C. Each party represents that it has the authority to enter into this Agreement.

IV. Term and Termination

- A. This Agreement shall commence on the Effective Date and shall expire five (5) years thereafter.
- B. Either Party may terminate this Agreement before it expires by providing at least thirty (30) days advance written notice of termination to the other Party. Any student engaged in a placement at the time of notice of termination shall be entitled to complete that placement unless otherwise agreed by the parties.
- C. The parties may renew this Agreement by written modification.

V. General Provisions

- A. Neither the University nor Affiliate shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression.
- B. Except as otherwise specified herein, nothing in this Agreement shall be construed to create any relationship between the parties other than that of independent entities cooperating solely for the purpose of providing internship training to students.
- C. Students shall not be deemed to be employees of the Affiliate for the purposes of any compensation, benefits, worker's compensation, or unemployment.
- D. This Agreement may only be modified by written agreement by authorized representatives of each party.
- E. Notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt if delivered (1) in person, (2) by first-class mail, postage prepaid, or (3) by facsimile with documentation of delivery, or via email of an electronic document (a PDF is sufficient) with documentation of receipt, and addressed to each Party as follows:

If to University

Stephen Roth, PhD
Associate Dean for Academic Affairs
School of Public Health
University of Maryland
College Park MD 20742
Telephone: 301-405-2504
Facsimile:
E-mail: sroth1@umd.edu

If to Affiliate

[Name]
[Title]
[Address]
Telephone:
Facsimile:
Email:

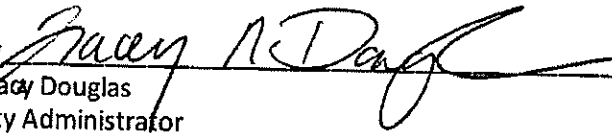
- F. This Agreement shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and no student or other person shall be deemed to be a third party beneficiary of this Agreement.
- G. Under no circumstances may either party transfer or assign its rights or obligations under this Agreement.
- H. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.
- I. This Agreement is entered into in the State of Maryland and shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflicts of laws.
- J. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- K. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The parties agree to accept electronic delivery of the executed agreement.
- L. This Agreement, together with any exhibit referenced herein, if applicable, constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto.

ACCEPTED AND AGREED TO:

UNIVERSITY OF MARYLAND
COLLEGE PARK

By _____
Jennifer King Rice
Provost & Senior Vice President
Date

AFFILIATE

By  _____
Tracy Douglas
City Administrator
8.31.2021
Date