**AGREEMENT BETWEEN DRAKE UNIVERSITY and**

 **[INSERT FULL NAME OF INSTITUTION], CITY, STATE**

**PURPOSE**

This Agreement is made and entered into by and between Drake University (hereinafter called “Drake”) and [Insert Full Name of Institution] (hereinafter called “Institution”). The purpose of this Agreement is (1) to establish various experiential education programs to support healthcare education for students at Drake (hereafter “Practice Experience”) and (2) to outline the parties’ respective rights and responsibilities pertaining to this Agreement.

**AGREEMENT**

In consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

 **Section A. Drake agrees:**

1. To assign Drake students to Practice Experiences at sites served by the Institution for experiential education. Drake will make available to the Institution at a time mutually agreed upon, its planned schedule of student assignment, including the name of the student, level of academic preparation, and length, dates and type of the Practice Experience required using Drake’s online education management system.

2. To assure that each student has on file a current health certification. Such certification will include verification of immunization status for measles, mumps, rubella, diphtheria, tetanus, pertussis, hepatitis B and tuberculosis. Proof of immunization or history of disease for varicella will also be required. The Institution agrees to provide Drake with any and all additional health requirements set forth in the Institution’s policies and procedures sufficiently in advance of the commencement of students’ Practice Experiences to allow Drake to inform and advise students of their obligation to comply with those additional health requirements.

3. To assign students to the Institution without regard to race, color, religion, gender, age, sexual orientation, gender identity, disability, or national origin. Drake will assist the Institution in identifying any student with a disability who may require reasonable accommodation to perform essential duties associated with a Practice Experience hereunder and to assist the Institution in providing any such reasonable accommodation the Institution is not otherwise required to provide under applicable law.

4. To require that students comply with applicable Institution policies and procedures. Drake will take disciplinary action against any student that Drake and the Institution determine has violated Institutional rules and regulations. Drake students will be instructed to dress and conduct themselves in accordance with the Institution’s dress code and to wear nametags which identify them as a Drake student at all times when at the Institution, unless for security reasons it is not in the best interest of the students or the Institution to do so.

5. To provide constructive feedback to the Institution concerning the quality and content of the Practice Experiences provided to Drake students and to receive the Institution's suggestions for adjusting the educational program to maximize the educational value of the Practice Experiences.

6. To withdraw or reassign any Drake student if Drake and the Institution determine the student’s work, conduct or health may have a detrimental effect on patients or personnel of the Institution.

7. To provide professional liability insurance coverage with limits of liability of $1,000,000 per occurrence and $3,000,000 in the aggregate covering the Practice Experiences of Drake students scheduled at the Institution’s sites.

8. To conduct orientation and briefing sessions for assigned students concerning general information about the Institution and any applicable policies and procedures provided to Drake by the Institution in advance of the commencement of Practice Experiences.

9. To consider conferring adjunct faculty status on physician and professional staff employed by the Institution who have direct interaction with and educational responsibility for students. Any such appointment will be made in conformance with Drake University College of Pharmacy and Health Science policies and procedures and will not create an employment or agency relationship between such individual and Drake.

 **Drake represents**:

1. It obtains background checks on each student prior to beginning Practice Experiences. The background checks include social security number validation, address history for past 10 years, a felony and misdemeanor criminal history search for the state of Iowa and all counties outside Iowa identified by the student’s address history for the last seven years, a national criminal history database search that includes sex offender and child/elder abuse registries, convictions, licensure sanctions, and a search of governmental agencies such as the Office of Inspector General.

2. It requires students to complete a drug screen prior to beginning their Practice Experiences. Drake determines the vendor and location of the drug screen. The drug screen includes a 10-panel drug screen with point of custody through an outside vendor.

3. It requires all students to become certified in adult, pediatric, and infant cardiopulmonary resuscitation (CPR) for the healthcare professional. Students are trained in CPR prior to beginning Practice Experiences and are required to maintain certification throughout the remainder of the experiential program.

4. It provides HIPAA Privacy and Security training to all students prior to their Practice Experiences and instructs all students to observe the confidentiality of personal and medical information given by staff or patients or contained in the patient's healthcare records. Drake will instruct all students to observe the confidentiality of all present or planned operational activities of the Institution.

5. It provides complete training in blood and body fluids including Standard Precautions prior to beginning Practice Experiences. The students must pass an exam covering the information provided in the training materials.

**Section B. The Institution agrees to:**

1. Identify one individual employed by the Institution to coordinate communications and activities with Drake.

2. Arrange for patient care areas to be made available at the Institution for Practice Experiences that are appropriate to the educational level of the student and the Practice Experience assigned.

3. Make professional staff available as practitioner-teachers while students are located at the Institution.

4. Comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in its handling of educational records of students and to orient its employees and agents who have access to education records about their obligations under the Family Educational Rights and Privacy Act.

5. Accept Drake students for Practice Experiences without regard to race, color, religion, gender, age, sexual orientation, gender identity, disability, or national origin and to have policies in place that comply with applicable civil rights laws and prohibit discrimination and harassment by the Institution’s employees.

6. Provide Drake with orientation and briefing materials concerning general information about the Institution and applicable policies or procedures in advance of the commencement of Practice Experiences.

7. Cooperate with Drake in planning and coordination of Practice Experiences to meet educational objectives.

8. Cooperate with clinical faculty from Drake to assure each student is provided with learning objectives and a schedule of planned activities at the beginning of each Practice Experience at the Institution and to carry out instructional activities designed to achieve the learning objectives. Clinical faculty may occasionally provide on site teaching support as needed.

9. Retain responsibility for patient care and to provide direct supervision of students, including assessment of student Practice Experience activities.

10. Provide initial assessment of any student injury incurred during Practice Experience activities at the Institution. In the event of an emergency or other health care or medication needs, the care provided for students will be the same as that provided for the Institution’s employees. Emergency first aid and arrangements for transport to a medical facility will be made. Cost of transportation and subsequent medical treatment will be borne by the student.

11. Provide general liability and professional liability coverage covering the Institution and its employees and agents with limits of liability of $1,000,000 per occurrence and $3,000,000 in the aggregate per policy year with Drake to be named as an additional insured.

12. To adhere to policies and procedures set forth by Drake University, including providing ongoing feedback and assessment as required by the Practice Experience, utilizing Drake’s electronic management system. Orientation and training on this system will be provided by the Experiential Education Office at Drake University.

**Section C. Drake and the Institution jointly agree on the following regarding experiential education:**

1. Drake and the Institution agree that the primary purpose of Practice Experiences under this Agreement is for the students’ benefit. It is further understood that students engaged in Practice Experiences hereunder shall not at any time replace or substitute for any employee of the Institution. Nor shall students perform any of the duties normally performed by an employee of the Institution, except when such duties are a part of their Practice Experience activities and performed under the direct supervision of an employee of the Institution.

2. Students engaged in Practice Experiences shall not be deemed to be agents of Drake for any purpose. Furthermore, students engaged in Practice Experiences shall not be deemed to be employees of Drake or the Institution, nor shall Drake or the Institution be liable for the payment of any salary or compensation of any kind to a student in conjunction with Practice Experience placement hereunder; nor will such students be treated as employees of Drake or the Institution for purposes of worker’s compensation insurance, employment taxes or unemployment compensation benefits.

3. Program review. The program will be reviewed annually by representatives of the Institution and the Experiential Education Office at Drake. The Assistant Dean of Clinical Affairs and the Dean of the College of Pharmacy at Drake may also participate in this review when desired or appropriate. Specific points to be reviewed include quality and quantity of Practice Experiences, educational goals and outcomes, costs, and future needs of the program.

4. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor of the other, and neither is the agent, employee or servant of the other; therefore, each party is responsible for its own conduct and actions hereunder, as well as for the conduct and actions of it officers, directors, employees and agents.

5. Each party (the Indemnifying Party) agrees to indemnify and hold the other party, its officers, directors, employees and agents (the Indemnified Party) harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney’s fees and court costs) arising out of (i) the negligent acts, omissions or violations of law by the Indemnifying Party, its officers, directors, employees or agents, and (ii) any breach of the terms of this Agreement by the Indemnifying Party, its officers, directors, employees or agents.

7. This Agreement shall become effective **July 1, 2017** and shall continue until **June 30, 2018** (Term). Thereafter it shall automatically renew for additional one (1) year Terms unless either party provides written notice to the other party at least 90 days in advance of the end of any Term of the termination of the Agreement at the end of such Term. Notwithstanding the foregoing, at any time during the Term, either party may terminate the agreement upon thirty (30) days written notice to the other; however, once the Institution has been notified of and acknowledged the Practice Experience schedule for a given Term, neither party may terminate the Agreement prior to the completion of Practice Experiences scheduled for that Term.

**Section D: Miscellaneous**

1. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party’s rights and benefits hereunder.

2. This Agreement may not be assigned or transferred, except by mutual agreement of the parties.

1. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

4. This Agreement may be amended only by written agreement by a duly authorized representative of Drake and the Institution.

5. This Agreement shall be interpreted according to the laws of the State of Iowa.

6. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

**In Witness whereof, the parties hereto have executed this Agreement as of the date set opposite their names.**

**Drake University:**

Sue Mattison, Provost

Date

**[Insert Full Name of Institution]:**

Signature

Printed Name and Title

Date