



**UNIVERSITY OF MARYLAND**  
**SCHOOL OF PHARMACY**

## **EXPERIENTIAL LEARNING AFFILIATION AGREEMENT**

This Affiliation Agreement is made effective \_\_\_\_\_ between the University of Maryland, Baltimore, a constituent institution of the University System of Maryland, acting through its academic unit the University of Maryland School of Pharmacy ("School"), Department of Pharmacy Practice and Science ("Department"), and \_\_\_\_\_ ("Affiliate") located at \_\_\_\_\_

to set out their agreements concerning the Affiliate's participation in pharmacy education as a training site for student pharmacists ("Students").

### **INTRODUCTION**

The School is accredited by the Accreditation Council for Pharmacy Education and is responsible for maintaining accreditation. In order to ensure that its graduates meet the experiential requirements for licensure in the various states of the United States, and as part of the requirements leading to the Doctor of Pharmacy degree awarded by the School, the School has established the Experiential Learning Program ("Program") consisting of introductory pharmacy practice experiences ("IPPEs") and advanced pharmacy practice experiences ("APPEs"). The IPPEs/APPEs require sites ("Sites") with practice facilities, equipment, services and personnel appropriate for Students to receive necessary professional experience as identified by the School.

The Affiliate has agreed to participate in IPPEs/APPEs, and the Site(s) has been identified by the School as an appropriate location for such training. In accordance with this Agreement, the Affiliate and certain of its employed pharmacists will cooperate with the School to provide a period of professional education and experience to Students of the School.

Through these cooperative efforts, the School gains sites for Student training. The Affiliate participates in the interest of assuring continuing availability of well-trained clinical pharmacists and for the secondary benefits resulting from interactions with the School.

The parties recognize that the School's and the Affiliate's standards of patient care must not be compromised or jeopardized by the needs and prerogatives of the IPPEs/APPEs.

### **I. AGREEMENTS**

The parties will observe the following terms and conditions with respect to the conduct of IPPEs/APPEs at the Site:

1. The School will have full responsibility and authority for Program management and curriculum. The School's Associate Dean for Academic Affairs ("Associate Dean") and a Site Coordinator ("Site Coordinator") designated and employed by the Affiliate shall be responsible for overseeing implementation of this Affiliation Agreement. The Associate Dean, in collaboration with the Department, and the Site Coordinator, or their designees, shall jointly plan for:

- (a) Student placement and orientation;
- (b) Periodic review and preparation of objectives for the instructional program;
- (c) Quality assurance through evaluation of Student, Site, and Preceptor performance;
- (d) Selection of a Preceptor who will have teaching responsibilities within the Site.

2. The Affiliate and the School will jointly designate Affiliate employee(s) as Preceptor(s) ("Preceptor") for IPPEs/APPEs at the Site. For purposes of implementing experiential learning activities, Preceptors will report to the Associate Dean or his/her designee who is the faculty coursemaster responsible for the IPPEs/APPEs. Upon request of the Preceptor, the Preceptor shall receive a volunteer faculty appointment with the School consistent with the Preceptor's qualifications and educational contributions, but shall remain an employee of the Site for all purposes and shall not become a School employee. If the Preceptor is a licensed pharmacist, the Preceptor shall provide the School with a copy of the current license.

3. Any financial arrangements between the School and the Affiliate shall be specified in an addendum to this Agreement or in a letter of agreement between the School and the Affiliate. Any work benefits received by the Affiliate will be incidental to the Students' education and no compensation shall be due or paid to the Students or regular faculty of the School by the Affiliate. It is anticipated that no expenses will be incurred by the Site other than incidental costs for scheduling of Students and the time of the Preceptor and other staff who may be involved in teaching.

4. Students assigned to the Site will not be considered its employees for any purpose. The Site is not guaranteed that any minimum or set number of Students can or will be assigned to the Site during any instructional period.

5. Any Student exposed to bodily fluids of a patient shall be considered a health care provider pursuant to Section 18-338.1 and 18-338.3 of the Health-General Article, Annotated Code of Maryland, if applicable, and may request testing of the patient involved for infectious diseases as set forth in that law. The costs of such testing and related counseling of the Student will be borne by the Student or the School.

6. The School and the Affiliate agree that no Student shall be discriminated against unlawfully on the basis of sexual orientation, race, color, age, gender, religion, disability, or national origin.

## **II. RESPONSIBILITIES**

1. The School will have the following responsibilities:

(a) Consistent with School criteria, the Chairperson of the Department shall recommend to the Dean one or more Site professional employees to be Preceptors and to be appointed to the clinical faculty.

(b) The School will provide the Preceptor with information regarding instruction dates according to the School calendar and shall identify the number of Students expected to be assigned, subject to any limitations established by the Affiliate. The School will orient and provide ongoing training to Preceptors concerning the following: the School's mission, goals, and values; curriculum and teaching methodology; specific course objectives; guidance to Students' prior knowledge; and the School's grading and assessment systems.

(c) During the term of this Agreement, School shall, at School's expense, procure and maintain

professional liability insurance for its Students for claims and judgments arising out of their activities during their placement at the Site. Coverage shall be under the group insurance policy purchased by the Maryland State Treasurer for health occupations students of the Maryland public higher education institutions. Limits under that policy are One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate. A copy of the certificate of insurance shall be provided upon request.

(d) The School will assure that each Student has satisfied the health insurance requirements of the School, and will advise each Student that any uninsured health care costs resulting from the experience at the Site are the Student's responsibility.

(e) The School will assign to the Site only those Students who have documented completion of universal precautions training.

(f) Any specific training or vaccination requirements of the Affiliate shall be identified in writing by the Affiliate and attached to this Agreement. These requirements may be updated by the Affiliate from time to time by written notice to the School.

(g) The School will instruct Students in the legal requirements and practices concerning confidentiality of patient information prior to assignment to the Site.

(h) The School will require Students to follow the rules, regulations, procedures, and policies of the Affiliate during all periods of instruction at the Site.

(i) The School will make its facilities and faculty available to the Affiliate, at a reasonable cost, for consultation and support of the Affiliate's continuing education programs, if it is feasible to do so in the judgment of the Dean of the School.

2. The Site will have the following responsibilities:

(a) The Site will provide IPPEs/APPEs for Students in pharmaceutical care, systems management, public health, and other selected service areas that are consistent with the educational goals and objectives of the School. These experiences will be for the number of hours consistent with the appropriate IPPEs/APPEs for academic credit and documented experience towards licensure.

(b) The Site will cooperate with the School in the selection of types of Student learning experiences and the development of educational goals, and it will ensure that Students have the opportunity to complete the educational objectives.

(c) Occasionally, School faculty may visit the Site to assess the Program. The Site will not rely on faculty visitors to perform services for patients. The Students and any such faculty will not displace any Affiliate employees. Upon reasonable advance request, the Site will allow access to the Accreditation Council for Pharmacy Education on occasions of accreditation visits.

(d) The Affiliate will permit use of its equipment, facilities, supplies, and services by Students, their Preceptors, and other Affiliate staff with teaching responsibilities to meet the IPPEs/APPEs objectives.

(e) The Site will allow access to patient records when appropriate to meet IPPEs/APPEs objectives.

(f) Any injury sustained by a Student at the Affiliate shall be dealt with according to the Affiliate's policies and procedures. These policies and procedures shall be made known to Students at the beginning of the Site experience. The Site Coordinator shall advise the Associate Dean in writing of any injury sustained by a Student.

(g) The Affiliate will notify Students of any applicable Affiliate rules, regulations, procedures and policies (e.g., dress, medical records, infection control, confidentiality of health information). As trainees working under the direct control of Preceptor, Students are part of Affiliate's "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Affiliate will provide Students with any HIPAA training required by Affiliate's HIPAA policies and procedures. The School will cooperate with the Affiliate in attaining Student compliance with these policies and, upon written request, will withdraw any Student who fails to comply with the Affiliate's HIPAA policies.

(h) The Affiliate will provide or arrange for professional liability insurance for the Site, the Site Coordinator, the Preceptor, and other Affiliate employees in a minimum amount of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate. The School will not provide insurance for the Affiliate or its personnel.

(i) School shall notify Students that a background check may be required by Facility and that Students may be required to pay the cost of the background check upon request of the Facility.

(j) The Affiliate shall retain full and sole authority and responsibility for patient care.

### **III. ADMINISTRATIVE ISSUES**

1. The Affiliate shall have the right to terminate the use of any of its facilities, equipment, or supplies by any student upon flagrant or repeated violations of Affiliate rules, regulations, policies, or procedures. Such action will not be taken unless the Student has had an opportunity to be heard and the matter has been discussed with the Associate Dean or his/her designee. Pending such hearing, the Affiliate reserves the right to take immediate action to remove any Student from the Site in order to avoid disruption and maintain quality of patient service.

2. Any notices or official communications from one party to the other shall be given in writing, addressed as follows, and shall be effective upon receipt at the address shown:

*If to the School:*

**David S. Roffman, Pharm.D.**  
**Associate Dean for Academic Affairs**  
**Pharmacy Hall, Room 740**  
**20 N. Pine Street**  
**Baltimore, Maryland 21201**

*If to the Affiliate, relative to the terms of this Affiliation Agreement:*

\_\_\_\_\_  
Site Coordinator, Address (if different than Preceptor)

3. This Agreement shall be effective upon its approval and execution by the appropriate officers of the parties.
4. This Agreement shall continue indefinitely subject to the right of either party to end the educational relationship as of the end of a School semester pursuant to two months prior notice.
5. This agreement shall be interpreted under the laws of the State of Maryland.
6. This Agreement shall not be construed to create a relationship of agent or partnership between School and Affiliate or School and Site and shall not create an enforceable legal right on the part of any Student, faculty member, Preceptor, or other person who is not a party to the Agreement.

**UNIVERSITY OF MARYLAND SCHOOL OF PHARMACY**

Signature: \_\_\_\_\_  
David S. Roffman, Pharm.D.  
Associate Dean for Academic Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia J. Boyle, Pharm.D.  
Director, Experiential Learning Program

\_\_\_\_\_  
Date

**PROGRAM AFFILIATE**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Revised: September 2007