

AFFILIATION AGREEMENT

Between

**WICHITA STATE UNIVERSITY
COLLEGE OF HEALTH PROFESSIONS**

and

Region VII - Heartland Regional Health Equity Council

Effective Dates of Agreement: **November 2016 to May 2018**

AFFILIATION AGREEMENT
WICHITA STATE UNIVERSITY
COLLEGE OF HEALTH PROFESSIONS
and

Region VII - Heartland Regional Health Equity Council

THIS AGREEMENT is by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas, 1845 Fairmount, Wichita, Kansas 67260-0043, contracting on behalf of its College of Health Professions (hereinafter "the University") and **Region VII - Heartland Regional Health Equity Council**, (hereinafter "the Facility"), and sets forth the intended joint and/or individual responsibilities of the parties in the education of students enrolled in programs at the Facility.

WHEREAS, the University is a state educational institution of Kansas;

WHEREAS, the University is authorized by K.S.A. 76-721, to enter into contracts with other parties for purposes related to the operation and function of the University; and

WHEREAS, the University through the College of Health Professions has programs designed to provide education for various healthcare professionals;

WHEREAS, **Region VII - Heartland Regional Health Equity Council** is a health equity council in Region VII and desires to make its activities/opportunities available to the University for the purpose of experiential learning for the students of the College of Health Professions;

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties that:

1. The terms of each and every provision in this agreement shall prevail and control the terms of any other provision in any other document relating to this affiliation.
2. All contracted agreements shall be subject to the laws of the State of Kansas.
3. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever; furthermore, neither the State of Kansas nor any agency thereof shall purchase or be required to purchase any insurance against loss or damage to any personal property to which this contract relates.
4. The Facility represents and agrees that its representatives executing this contract, and any attachment hereto, are fully authorized to agree to all provisions herein.
5. The University and the Facility mutually agree to make no distinction among students covered by this Agreement, on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, political affiliation, status as a Veteran, genetic information or disability.
6. The educational records and information relating to participating students shall be maintained by the University in accordance with the Family Educational Rights and Privacy Act of 1974.

7. This agreement shall be in effect for a period of five (5) years from the date of execution, unless canceled by either party with not less than sixty (60) days notice. This agreement will be reviewed by each party annually or when requested by either party, and shall be effective even if persons, positions, and/or titles are changed. Students who are attending practicums at the Facility at the time of the termination will be allowed to complete the practicum.
8. That to the extent that requirements of the Health Insurance Portability and Accountability Act of 1996 apply to the activities of students participating in the clinical learning experience at the Facility, as authorized by this agreement, the University agrees to comply with said requirements.
9. That the University and the Facility shall:
 - A. Collaborate jointly to ensure meaningful contributions and participation of students and council members throughout the development and implementation of student-based activities.
 - B. Provide students with access to materials and other resources available through the Heartland RHEC internet and intranet sites, including training opportunities (weekly meetings with communication TA team members, meetings with RHEC council members and TA coordinator, Facebook/Twitter administration webinars);
 - C. Jointly disseminate the student opportunities and the Heartland RHEC materials to qualified participating students free of charge to identify and orient potential students;
 - D. During the term of this MOA, the parties agree to work collaboratively to identify emerging opportunities to track and evaluate the effectiveness of the Program during relative semesters and if mutually agreed, may use this Partnership as a vehicle to sell or promote related products, services or programs.
 - E. Jointly promoting the importance of eliminating health disparities and achieving health equity throughout various media outlets (webinars, social media, articles, etc.);
 - F. Using NPA and/or yNPA messaging and documents where appropriate, to inform specific actions that the collaborators may take to help reduce disparities.
 - G. Partnering where appropriate, to advance the goals and strategies of the Heartland RHEC (examples of partnership efforts may include awareness campaigns, programs to improve health outcomes for underserved communities, and others that comport with the Heartland RHEC and the University overarching goals).
 - H. Jointly determine, prior to each semester, the number of students to be assigned to the Facility, the time and length of the activities.
10. The University shall:
 - A. Provide the Facility with the following information no less than ten (10) days before the student activity with Heartland RHEC begins:
 - a. Name and contact information of student(s)
 - b. Dates and hours of availability
 - c. Each student's academic class designation
 - d. Philosophy, purpose and learning objectives
 - B. Permit visits of the Facility staff for the purpose of observing, auditing, and participating in the teaching process, and attending planning meetings.

- C. Provide the Heartland RHEC with the appropriate forms to evaluate student performance when needed.
- D. Designate a faculty member who shall act as a liaison to the Facility.
- E. Upon request of the Facility, withdraw any student from the Facility when his/her work, conduct or health may be deemed detrimental to patients or clients.
- F. Not provide a salary as compensation to the personnel of the Facility.
- G. Instruct students to adhere to Facility policies and procedures.
- H. Instruct students on the confidentiality of information relevant to institutional matters.

11. The Facility shall:

- A. Permit visits of University faculty and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation.
- B. Provide the student selected learning experiences in order to accomplish the educational objectives of the experience.
- C. Inform of, and make available, when possible, resources (webinars, toolkits, research articles, etc.) needed for the learning experiences.
- D. Inform and provide University faculty and students with the Facility's policies and procedures, and regulations.
- E. Avoid using students in lieu of professional or non-professional staff.
- F. Agree that personnel of the Facility are not employees of the University.

12. Event Publicity and Endorsements

Neither party may use the name of the other party or the U.S. Department of Health and Human Services ("HHS") or any of its components, including departments and agencies, except in factual publicity for the Program. Factual publicity includes dates, times, locations, purposes, agendas, fees, and speakers involved with the activities associated with this MOA. Such factual publicity shall not imply that the involvement of HHS may have in the Heartland RHEC activities serves as an endorsement of the general policies, activities, or products of the participating organizations. Where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. The Heartland RHEC will clear all publicity and materials for the Program with HHS to ensure compliance with this paragraph.

13. Non-Disclosure

The University may disclose information from a participating student's educational record, as appropriate, to personnel of the Heartland RHEC who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. The facility agrees that its personnel will use such information only in furtherance of the Heartland RHEC or the student, and that the information will not be disclosed to any other person without the applicable student's prior written consent.

14. Term and Termination

This MOA shall become effective upon the date of the last signature of the authorized officials of the respective parties, as designated below. It shall remain in effect for at least one year and may be terminated by mutual agreement or upon 30 days advance written notice by either party.

15. General

A. Any activity conducted under this MOA is at the discretion of each of the parties and is subject to the availability of appropriated funds.

B. Nothing in this MOA is intended to create rights of indemnification or hold-harmless provisions.

C. Each party understands that it will be responsible for its acts and omissions consistent with applicable state and federal law, and not the acts/omissions of the other party.

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TERMS OF AGREEMENT:

This agreement shall become effective on November 1, 2016.

FOR THE UNIVERSITY:


FOR THE FACILITY:


David H. Moses
General Counsel
Wichita State University

11-22-16
Date


Council Co-Chair
Heartland RHEC

11-1-16
Date


Sandra Bibb DNSc, RN, FAAN
Dean
College of Health Professions
Wichita State University

11-21-16
Date


Partnerships Committee
Co-Chair
Heartland RHEC

11-03-2016
Date