

**Pre-1996 (Old Mou) Memorandum Approved By The Attorney General's Office**

**CONCERNING AFFILIATION OF STUDENTS FOR CLINICAL TRAINING**

This is a Memorandum of Understanding on the part of the \_\_\_\_\_, hereinafter referred to as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of \_\_\_\_\_, hereinafter referred to as "University".

**1. PURPOSE:**

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality clinical learning experiences for students in the University's Department of \_\_\_\_\_, while at the same time enhancing the resources available to the Facility for the providing of health care to its patients.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or to any third party.

**2. GENERAL UNDERSTANDING:**

1. The courses of instruction (i.e., clinical education programs) to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending dates for each program shall be agreed upon at least one month before the program commences.
2. The number of students designated for participation in a clinical education program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the program for the student to continue.
3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided however, that with respect to disability, the

disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the program.

### 3. FACILITY RESPONSIBILITIES:

1. The Facility will retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of patients.
2. The Facility will provide adequate clinical facilities for participating students in accordance with the clinical objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.
3. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical programs.
4. Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students.
5. The Facility shall provide for the orientation of both University faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
6. Subject to the Facility's overall supervisory responsibility for patient care, it may permit appropriately licensed faculty members to provide such patient services at the Facility as may be necessary for teaching purposes.
7. All medical or health care (emergency or otherwise) that a student or University faculty member receives at the Facility will be at the expense of the individual involved.

### 4. UNIVERSITY RESPONSIBILITIES:

1. The University will use its best efforts to see that students selected for participation in the clinical training program are prepared for effective participation in the clinical training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

2. Prior to the commencement of a clinical training program, the University will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
3. The University will use its best efforts to see that the clinical training programs at the Facility are conducted in such a manner as to enhance patient care. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a program.
4. The University will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately licensed, and will keep evidence of the licensure of all assigned faculty on file with the Facility at all times.
5. The University will require all participating students and faculty members to show proof of liability insurance or coverage in amounts satisfactory to the Institution and Facility and to provide evidence of such insurance upon request of the Facility.
6. The University will encourage student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:
  1. To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.
  2. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
  3. To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.
  4. To conform to the standards and practices established by the University while training at the Facility.
  5. To keep in confidence all medical and health information pertaining to particular patients.
7. The University will require each participating student to furnish proof of a current physical examination, the results of which shall, upon

request, be made available to the Facility. The parties may agree to have such examinations performed by the Facility.

5. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality clinical learning experiences and quality patient care. At the insistence of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated clinical training programs.
2. Unless sooner canceled as provided below, the term of this affiliation for clinical training shall be three (3) years, commencing on \_\_\_\_\_, 19\_\_ and ending on \_\_\_\_\_, 19\_\_. This working relationship and affiliation may be renewed by mutual written consent of the parties. This agreement may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next clinical training experience.

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Name of Facility	THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF _____ UNIVERSITY
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_____	
_____	

By: \_\_\_\_\_ By: \_\_\_\_\_