

UNIVERSITY OF CENTRAL OKLAHOMA

AGREEMENT OF AFFILIATION

Between

The University of Central Oklahoma

through its Program of Funeral Service Education (the “University”)
and

(“Funeral Establishment”)

With this Agreement, the University and the Funeral Establishment, sharing common goals of education and community service and desiring to establish and maintain a cooperative relationship for the purpose of providing educational experiences for students enrolled in the Funeral Service Education Program;

NOW, THEREFORE, agree as follows:

1. Description of Affiliation. With this Agreement, the University and the Funeral Establishment provide a program of education and training that requires facilities, equipment, services, and personnel appropriate for students to obtain necessary practicum and/or other clinical training experiences in a funeral establishment setting.

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 The University and Funeral Establishment each will identify a person or persons responsible for liaison during the course of this affiliation. The University liaison shall be a member of the faculty of the Funeral Service Education Program. The Funeral Establishment liaison shall be known as the preceptor. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison jointly will plan for:

- (i) Selection, assignment, and orientation of students;
- (ii) Periodic review and/or preparation of objectives for the instructional program; and
- (iii) Evaluation of student performance.

2.1.3 Either party may withdraw any student from assignment at the Funeral Establishment site. The Funeral Establishment has the right to take immediate action to suspend a student’s participation if the student’s conduct threatens the safety of clients, visitors, or staff. For other concerns about student performance, the Funeral Establishment agrees to notify the student and the University liaison of the concerns and give the student an opportunity to correct performance deficiencies before removal from the training experience.

2.1.4 The student is a participant in an educational program and, for purposes of this Agreement, shall not be considered an employee of either the Funeral Establishment or the University and neither party shall have responsibility for payment of workers compensation benefits to the student. If the Funeral Establishment provides employment or housing/boarding opportunities to the student in addition to the educational training experience, the Funeral Establishment acknowledges the responsibilities outlined under section 2.3.5 below.

2.1.5 Both parties agree to comply with title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors, or consultants.

2.2 University Responsibilities.

2.2.1 The University shall assume overall responsibility for the general educational experience of students assigned to the Funeral Establishment. That responsibility includes the following:

- (i) Determination of educational goals for each student;
- (ii) Establishing prerequisite criteria for placement of students with the Funeral Establishment;
- (iii) Determination of completion of the assignment;
- (iv) Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to the Funeral Establishment;
- (v) Final evaluation of students' performance.

2.2.2 At the request of the Funeral Establishment, the students will be required to provide proof of immunization for one or more of the following: measles (rubeola), mumps and rubella; chicken pox (varicella); hepatitis A; hepatitis B; polio, tetanus, diphtheria and/or annual chest x-ray or evidence of negative tuberculin test (Mantoux).

2.2.3 The University certifies that its students have been instructed on the confidentiality of medical and personal information related to decedents, patients and/or clients and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.4 The University shall require that students carry hospitalization and medical insurance. Neither the Funeral Establishment nor the University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3 Funeral Establishment Responsibilities.

2.3.1 The Funeral Establishment shall assume full responsibility for the services rendered to its clients. It is understood that individual client services are not controlled, supervised, or paid for by the University, and the University does not derive revenue from Funeral Establishment clients or third party payors for services at the Funeral Establishment.

2.3.2 The Funeral Establishment agrees to provide educational experiences for students that will help enable them to develop the skills and proficiency necessary to become competent practitioners in funeral service. In this regard, the Funeral Establishment will provide the equipment, facilities, supplies, and services necessary to meet the objectives of the program and will allow students to be involved in all components of funeral service as listed in the clinical rotation/practicum assignments.

2.3.3 Preceptors at the Funeral Establishment have responsibility for daily instruction, supervision, and evaluation of students assigned to the Funeral Establishment. This instruction

and supervision will emphasize high standards of ethical conduct in all aspects of funeral service. Funeral Establishment preceptors agree to provide written evaluation of the performance of the students.

2.3.4 Funeral Establishment agrees to provide the student with a vehicle owned/leased by the Funeral Establishment when the student is required as part of a rotation/practicum experience to transport individuals, bodies, ashes, documents, equipment, supplies, or any other items to or from the Funeral Establishment site or other location. It is understood that students are responsible for providing their own transportation to/from and between funeral Establishment training sites.

2.3.5 To the extent the Funeral Establishment provides employment or housing/boardings opportunities to University of Central Oklahoma funeral service education students, the Funeral Establishment acknowledges that such opportunities are separate from the educational training experience and the University has no role, responsibility, or control over these arrangements. The Funeral Establishment further acknowledges that it has full legal responsibility for any employment or housing/boardings relationships it establishes with University of Central Oklahoma funeral service education students.

3. Liability Insurance and Indemnity.

3.1 Each practicum student is covered by a student professional liability insurance policy written by Admiral Insurance Company of Austin Texas. The policy premium is paid by the university (at no cost to the student). The policy limits are as follows: \$1,000,000 each claim; \$3,000,000 aggregate.

3.2 The Funeral Establishment shall maintain professional and general liability insurance in an amount that is consistent with community and industry standards.

3.3 The Funeral Establishment shall maintain automobile liability insurance in an amount that is consistent with state law, community, and industry standards and shall cover students for Funeral Establishment transportation responsibilities performed as part of a rotation/practicum experience as specified under Section 2.3.4 above. Upon request, the Funeral Establishment will provide the University of Central Oklahoma with a certificate of insurance evidencing such coverage.

3.4 The University agrees to defend, hold harmless, and indemnify the Funeral Establishment, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorneys' fees, arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligations under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Oklahoma State Tort Claims Act.

3.5 The Funeral Establishment agrees to defend, hold harmless, and indemnify the University of Central Oklahoma, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons, including reasonable attorneys' fees, arising from the negligent or wrongful acts or omissions of the Funeral Establishment, its employees, agents, or representatives during the performance of its obligations under this agreement.

4. Other Terms.

4.1 This Agreement shall be effective _____, and shall remain in effect until _____. (Term may not exceed five (5) years.) It may be terminated by either party for convenience upon at least six (6) months' written notice to the other party.

4.2 Neither the University nor the Funeral Establishment shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

4.3 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint venturers, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents, or representatives of the other party.

4.4 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program.

5. Addenda. Subject to the written authorization by appropriate representatives of the University and the Funeral Establishment, addenda to this agreement may be developed to facilitate day-to-day and year-to-year execution of the goals of the agreement. Each addendum shall be in writing and executed by an authorized representative of each of the parties. To the extent an addendum is not properly executed by persons authorized to do so and to the extent it conflicts with or contradicts the terms herein, it shall be considered null and void.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

University of Central Oklahoma

By: _____

Name: Gary Sokoll

Title: Chair, Funeral Service Education

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Funeral Establishment: _____ Address: _____