# AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

# IMPLEMENTATION LETTER

OREGON HEALTH & SCIENCE UNIVERSITY (HOST AGENCY)

and

      (SCHOOL)

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL’S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing “none”):

Modifications to the agreement are included in Exhibit B, which by this reference is made a part of the Agreement.

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

**SCHOOL**:

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

Title:       Date:

Address:

**HOST AGENCY**: Oregon Health & Science University

By: David W. Robinson, Ph.D. Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Executive Vice Provost Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Oregon Health & Science University

3181 SW Sam Jackson Park Rd.

Portland, OR 97239

Approved as to form by OHSU 04.01.22

Contracting Services Group

Risk Management

Legal Department

**Exhibit B**

**Addendum to the Implementation Letter**

1. The last sentence of Section A, Paragraph 8 shall be replaced with the following:

The SCHOOL warrants and represents that it provides occurrence-based liability insurance or

self-insurance for its students with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least $2,000,000 per occurrence and $4,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

1. The following shall be added to Section A.

Subject to any and all limitations on liability, exclusions, and notice requirements of the Oregon Constitution and/or as set out in the Oregon Tort Claims Act (ORS 30.260 through 30.300),  OHSU shall defend, indemnify, and hold harmless OHSU students from and against any third-party liability which may arise under this Contract to the extent that it arises out of the tortious acts of OHSU, its officers, employees, or agents when acting within the scope and course of their employment or duties.

1. The last sentence of Section B, Paragraph 5 shall be deleted and replaced with the following:

The SCHOOL will inform the student that the student will be responsible for any charges, including co-pays or deductibles, generated. HOST AGENCY shall bear no responsibility for co-pays or deductibles associated with such care.

1. The following shall be added to Section C.

The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY shall comply with all state, federal and local laws pertaining to COVID-19 immunization and shall submit an attestation of compliance to the other party upon request. All students participating in clinical education and training at OHSU facilities must be fully vaccinated against COVID-19 or have a valid legal exception. Fully vaccinated means having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual’s final dose of COVID-19 vaccine. Notwithstanding the forgoing, if applicable law or OHSU policy change to require additional or “booster” doses of a COVID-19 vaccine in order to be considered fully vaccinated, such requirements are hereby incorporated by reference.

1. Section I, Governmental Immunity shall be amended by adding the following:

If the either party is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the party of its governmental immunity or of its state governmental immunity; an express or implied acceptance by the party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowed under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the party of debt, contract or liability of the other party.

1. Section K, Notices shall be deleted and replaced with the following:

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated below:

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| **To HOST AGENCY** | **To SCHOOL** |
| Assistant Vice Provost for Accreditation  Oregon Health & Science University  3181 SW Sam Jackson Park Rd. MC:L349  Portland, OR 97239  Attention: Robert Halstead  [halstear@ohsu.edu](mailto:halstear@ohsu.edu)  503.418.5298 | Name  Title  Dept  Agency  Address  City/St  Ofc  E-Mail |