

Clinical Affiliation Master Agreement

This Clinical Affiliation Master Agreement (“**Agreement**”) is effective as of May 27, 2026 (“**Effective Date**”) by and between The MGH Institute of Health Professions, Inc. (the “**Institute**”), a Massachusetts not-for-profit corporation with a principal location at 36 First Avenue, Charlestown Navy Yard, Boston, MA 02129, and [*other party’s name, entity type, and principal address*] (the “**Facility**”). The Institute and the Facility are sometimes referred to herein individually, as a “**party**” and collectively, as the “**parties**.”

WHEREAS, the Institute desires to provide clinical education and training to its students and the Facility desires to make its facilities available for such clinical education and training; and

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical education experiences (each, a “**CEE**”) for students in certain courses of study within the Institute.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Agreement

1.1 **Covered Programs.** The Institute and the Facility hereby agree that this Agreement concerns CEEs for students enrolled in only those Institute program(s) specifically agreed to between the parties (individually, a “**Program**,” and collectively, the “**Programs**”) pursuant to the fully-executed, Program-specific addendum(s) (each, an “**Addendum**”) attached hereto and thereby made a part of this Agreement. Such Programs may include, but are not limited to, the Communication Sciences and Disorders, Genetic Counseling, Occupational Therapy, Physical Therapy, and Physician Assistant Studies programs within the Institute’s School of Health and Rehabilitation Sciences; and programs within the Institute’s School of Nursing. Each CEE will be provided under the terms described in this Agreement, including all Program-specific terms identified in the applicable Addendum(s).

2. Mutual Responsibilities

2.1 **Appointment of Coordinators.** For each Program, in order to provide the coordination and cooperation essential to the conduct of effective educational programs, the Institute will appoint a CEE coordinator (the “**Institute-Assigned Coordinator**”) and, unless expressly provided otherwise in any Addendum attached hereto, the Facility will appoint its own CEE coordinator (the “**Facility Coordinator**”) and one or more instructors (“**Facility Instructors**”).

2.2 **Shared Planning Responsibilities.** The relevant Institute-Assigned Coordinator, Facility Coordinator, Facility Instructor(s), and/or designee(s) shall collaborate in planning and implementing the CEE(s), including by (i) advising one another, as appropriate, of the relevant policies and procedures of their respective institutions; (ii) agreeing upon such matters as the time(s)

and place(s) of education and the number of students to participate in the CEE at any given time; and (iii) regularly reviewing the Agreement to confirm it accurately defines the parameters of CEE activities and the responsibilities of the Institute, the Facility, and students participating in the CEE. During each student's participation in a CEE, an Institute employee will conference with the student and the Facility individual who is principally responsible for the student's CEE (typically the Facility Coordinator or Facility Instructor, unless otherwise defined in the relevant Addendum).

2.3 Student Status. Unless expressly provided otherwise in any Addendum attached hereto, both parties acknowledge that the students participating in the CEE(s) are not employees of the Facility, shall receive no remuneration under this Agreement, and are not entitled to any workers' compensation benefits for any accident, illness, or injury arising out of the CEE(s).

2.4 Use of Names. Without the prior written approval of the other party, neither the Facility nor the Institute may use the name, trademark, service mark, logo or other identifying characteristic of the other party or any of its affiliates in any advertising, promotional or sales literature (including catalogues, brochures, and correspondence), publicity, or in any document employed to obtain funds or financing, except that either party may use the other's name in materials that list such other party as an affiliate for clinical education purposes.

2.5 Disclosure of Information. As it deems appropriate, but only to the extent permitted by law, including the Family Educational Rights and Privacy Act, the Institute may disclose information from a student's education record to personnel at the Facility who have a legitimate need to know. The Facility hereby agrees (i) that Facility employees or agents will use such information only in furtherance of the CEE in which the student is participating and subject to any other conditions imposed by the Institute; and (ii) that such information will not be disclosed to any other person without the student's prior written consent.

2.6 Compliance; Non-Discrimination. The parties agree to comply with all applicable federal and state laws and regulations. It is mutually agreed that, in connection with the CEE(s), no person shall be subject to unlawful discrimination on the basis of race, color, religion, creed, gender, sex, sexual orientation, age, disability, veteran status, marital status or national origin.

2.7 Termination of Clinical Experience. Notwithstanding the Institute's initial determination of a student's eligibility pursuant to Section 3.3, below, the parties shall each independently have the right to suspend or terminate a student's participation in a CEE and immediately remove him or her from the Facility for reasons of health, unsatisfactory behavior and/or performance, or other reasonable cause. The Institute shall be responsible for notifying the student and effectuating the suspension or termination, regardless of whether such suspension or termination is initiated by the Institute or the Facility.

3. Responsibilities of the Institute

3.1 Educational Program. Except as provided in this Agreement, the Institute shall maintain at all times responsibility for the educational program provided to its students.

3.2 Coordination of Planning Responsibilities. The Institute shall use its best efforts to provide, in a timely manner, the Facility with (i) the relevant Program curriculum(s) and CEE

educational goals and (ii) appropriate information regarding students assigned to the CEE(s), including level of experience.

3.3 Qualification of Students. The Institute shall ensure that, prior to the commencement of a student's participation in a CEE, such participating student meets the academic and other Institute qualifications necessary for participation in that CEE.

3.4 Background Check. The Institute shall ensure that assigned students and any Institute employee, who will be on the Facility's premises as part of the CEE, have undergone a national county criminal background check ("**Background Check**") satisfactory to the Institute. By permitting its students and employees to participate in a CEE under this Agreement (each a "**Participant**"), the Institute represents and warrants that each Participant has undergone such Background Check and that (i) such Background Check has returned "no record" result(s) or (ii) to the extent that a Participant's Background Check reveals that record(s) exist, the Institute has determined, consistent with applicable law and the Institute's policies, that the Participant may participate in clinical experiences. An Institute student or employee who has had a Background Check performed by the Institute upon matriculation or hire and who has maintained continuous enrollment or employment in the Institute (as determined by the Institute) shall not be required to repeat the Background Check in order to participate in a CEE, unless the parties specifically agree otherwise.

3.5 Health Insurance, Medical Professional Liability Insurance, and General Liability Insurance. The Institute represents that the Institute's students and employees participating in a CEE are covered by health insurance and by medical professional liability insurance and general liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate. Upon request, the Institute shall furnish to the Facility evidence of such professional and general liability insurance. The Facility shall accept such medical professional liability and general liability insurance and evidence thereof as provided by CRICO (A Reciprocal Risk Retention Group).

3.6 Notification of Responsibilities. The Institute shall notify each student participating in a CEE that he or she is responsible for:

- i. Providing to the Facility, in keeping with designated timeframes, evidence of health insurance, a physical examination, and such other routine medical tests and immunizations as are required by the Facility;
- ii. Maintaining the confidentiality of all patient/client records and other patient/client information to which he/she may have access while at the Facility, and that this responsibility survives the term of the CEE, as well as termination or expiration of this Agreement;
- iii. Adhering to all applicable policies and procedures of the Facility, as identified and provided to the student by the Facility; and
- iv. Obtaining prior written approval of the Institute and the Facility before publishing any material relating to the CEE.

4. Responsibilities of the Facility

4.1 Supervision of Students; Care of Patients/Clients. Unless expressly provided otherwise in any Addendum attached hereto, the Facility shall:

- i. Arrange for or provide qualified personnel to supervise students participating in CEEs while at the Facility;
- ii. Maintain at all times responsibility for the care and safety of its patients/clients and for the supervision of students participating in CEEs while at the Facility; and
- iii. Ensure that Students shall not replace the Facility staff in providing patient care.

4.2 Facility Coordinator Planning Responsibilities. Each Facility Coordinator, together with the corresponding Facility Instructor(s), unless expressly provided otherwise in any Addendum attached hereto, shall provide experiences for the assigned students that are appropriate to (i) the CEE's educational objectives and (ii) the assigned students' level of experience.

4.3 Facility Description and Rules; Orientation. Upon execution of this Agreement, the Facility shall provide or make available to Institute students and the Institute-Assigned Coordinator a description of Facility (e.g., facility location(s) and scope of services) and copies of all relevant Facility rules, regulations, policies, and procedures; the Facility shall annually submit updated information to the Institute. Prior to the commencement of a CEE, for participating students, the Facility shall provide for orientation as to Facility's relevant rules, regulations, policies, and procedures.

4.4 Emergency Medical Care; Notice of Incidents or Emergencies. The Facility shall arrange or provide for emergency medical care, through the regular Facility procedure for handling medical emergencies, for any illness or injury that occurs to an Institute student or employee while on the premises of the Facility or anywhere the Facility provides care or service. The Institute student or employee shall be responsible for his/her own medical expenses, whether incurred at the Facility or elsewhere. The Facility shall use its best efforts to provide timely notification to the Institute of any incident involving provision of such emergency medical care and any other Facility incident which places Institute students or employees at risk. In case of an emergency, please notify the Institute's Emergency Preparedness Coordinator via the following contact information: Denis G. Stratford, Chief Operating Officer (email: dgstratford@mghihp.edu; office: (617) 724-6340; cell: (617) 599-6818).

4.5 Evaluation of Student Performance. The individual who is principally responsible for a student's CEE (typically the Facility Coordinator or Facility Instructor, unless otherwise defined in the relevant Addendum) shall provide the student with periodic verbal and written formative and summative evaluations of performance. Such individuals shall complete written evaluations of student progress according to pre-established intervals using the designated forms, shall discuss evaluations with the student, and shall transmit such written evaluations to the appropriate Institute employee or Institute-Assigned Coordinator.

4.6 Facility Changes. The Facility shall make every effort to notify the Institute as soon as possible of any changes in the Facility's staffing or service programs that will affect a CEE.

4.7 Notice of Claims. The Facility will promptly provide written notification to the Institute if a claim arises involving a student.

4.8 Accreditation. Upon reasonable request, the Facility agrees to cooperate with the Institute with respect to the accreditation of a Program's curriculum, CEE, and/or a particular CEE clinical experience.

5. Miscellaneous

5.1 Term and Termination. This Agreement, including all Exhibits, shall remain in effect until terminated by either party upon at least six months' written notice to the other party, which notice shall specify the effective date of termination. Should notice of termination be given under this Section, all students currently participating in the CEE at the time of the notice shall be given the opportunity to complete their clinical training at the Facility.

5.2 Assignment. Neither Party may assign, transfer or sublicense in whole or in part any of its rights or obligations under this Agreement without the prior written consent of the other party, such written consent not to be unreasonably withheld.

5.3 Entire Agreement; Amendments. This Agreement supersedes all previous agreements and understandings of the parties, whether oral or written, regarding the subject matter of this Agreement. No modification or amendment to this Agreement shall be binding unless executed in writing by both parties.

5.4 No Waiver. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

5.5 Governing Law. The construction and performance of this Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

5.6 Notice. Any notice required or permitted to be given under this Agreement shall be in writing and hand-delivered or sent by registered or certified mail, postage prepaid, as follows:

If to Institute:

MGH Institute of Health Professions, Inc.
Charlestown Navy Yard
36 1st Avenue
Boston, MA 02129
Attn: Office of Compliance

If to Facility:

*With a copy to the relevant Institute-
Assigned Coordinator(s), as identified in
the attached Addendum(s)*

5.7 Counterparts; Electronic Mail/Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall comprise one and the same instrument even if both parties have not executed the same counterpart. Any signature page counterpart executed and delivered by a party, including by means of electronic

mail as a .PDF file or a facsimile transmission shall be deemed for all purposes of this Agreement as an original counterpart.

The persons whose signatures appear below represent that they are authorized to enter into this Agreement on behalf of their respective institutions.

THE MGH INSTITUTE OF HEALTH PROFESSIONS, INC.

By: _____
Denis Stratford
Chief Operating Officer
Date

[FACILITY NAME]

By: _____
Facility Representative's Signature
Date
Name: _____
Title: _____

DO NOT COPY

INSTITUTE PROGRAMS IN SCHOOL OF NURSING ADDENDUM
School of Nursing CEE Requirements

Pursuant to Section 1.1 of the Agreement, the Institute and the Facility hereby agree that they will collaborate to provide CEEs for students enrolled in the Institute's School of Nursing ("**Nursing**"). Nursing CEE(s) shall be conducted under the terms described in the Agreement, as well as the following Nursing-specific terms:

- I. Institute-Assigned Coordinator. The name and contact information (address, phone, and email) of the Institute-Assigned Coordinator shall be provided by the Institute to the Facility prior to the commencement of a CEE.
- II. Facility Coordinator; Facility Instructors. The name and contact information (including address, phone, and email) of the Facility Instructors who may also be known as "**Clinical Instructors**" or "**Preceptors**") and Facility Coordinator (who may also be known as the "**Central Coordinator of Clinical Education**") shall be provided by the Facility to the Institute prior to the commencement of a CEE.
- III. Provision of Care Patient. The Facility is ultimately responsible for patient care.
- IV. Obligation for Student Oversight and Education by Nursing Clinical Instructors and Faculty.
 - a. *Pre-Licensure Clinical Group Rotation*: While participating in CEEs at the Facility, Students who are completing pre-licensure clinical group rotations shall be under the supervision of Institute faculty. The Institute is responsible for the student's education, including but not limited to the evaluation of the CEE at the Facility.
 - b. *1:1 Pre-Licensure Practicum*: Students who are completing a 1:1 pre-licensure preceptor student practicum CEE must have an oversight Institute faculty member assigned to oversee the student/Preceptor dyad. The oversight Institute faculty member must:
 - i. Contact the unit educator and Preceptor within two weeks of the start of the CEE to provide contact information, course objectives, and student-specific learning plan.
 - ii. Arrange for a minimum of two face-to-face meeting(s) with the student and Preceptor during the CEE.
 - c. *1:1 Advanced Practice Practicum*: Graduate-level students who are completing a 1:1, graduate-level practicum CEE must have an oversight Institute faculty member assigned to oversee the student/Preceptor dyad. The oversight Institute faculty member must:
 - i. Contact the Preceptor within two weeks of the start of the CEE to provide contact information, course objectives, and student-specific learning plan.
- V. Annual Review. Representatives of the parties will confer annually to evaluate the CEE at the Facility, and to discuss objectives and methods of improving the CEE.

The persons whose signatures appear below represent that they are authorized to enter into this agreement on behalf of their respective institutions.

THE MGH INSTITUTE OF HEALTH PROFESSIONS, INC.

By: _____
Denis Stratford
Chief Operating Officer
Date

[FACILITY NAME]

By: _____
Facility Representative's Signature Date

Name: _____

Title: _____

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