



PHYSICIAN ASSISTANT DEPARTMENT CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”), is executed between Hardin-Simmons University, Physician Assistant Department (*College*) and _____ (*Facility*), located at _____ (*Facility Address*). In consideration of the mutual promises and agreements set forth herein, HSU and Facility agree as follows:

1. COMMON OBJECTIVES:

- a. *College* and *Facility* desire to provide clinical experience in terms of patient care and related instruction for appropriate HSU Students enrolled in the HSU Physician Assistant Program.
- b. The Experiential Professional Activities (EPA) for the Physician Assistant student (Student) will be formally scheduled with designated facilities. Schedules will be completed at least 30 days prior to the starting date of the experience.
- c. The period of time for each Student’s EPA will be set by *College*, in agreement with the participating *Facility*.
- d. The number of Students assigned to each *Facility* will be determined by mutual agreement.
- e. Nothing herein shall be deemed to create an association, partnership, or joint venture between *College* and the *Facility*.

2. RESPONSIBILITIES OF HSU (*College*) shall:

- a. Supply Student information required by the *Facility* prior to the arrival of the Student. Such requested information shall not include information protected by the Privacy Act or any other Federal or State Statute, Rule, or Regulation applicable to *College*.
- b. Provide information to the Student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits. *College* will require the Student be vaccinated for Hepatitis B.
- c. Confirm that Students have been tested for tuberculosis annually while participating in the Program. Evidence of testing for TB, DPT, MMR and any *Facility* required titers and the results will be provided to each *Facility* prior to Students’ arrival at said *Facility* or upon request of *Facility*.
- d. Be in full compliance with the Occupational Safety and Health Administration (OSHA) Final Rule for Occupational Exposure to Bloodborne Pathogens, which includes training of faculty and Students.
- e. Provide evidence that Student has been certified in the American Heart Association ACLS (Advanced Life Support) for Healthcare Providers prior to arrival at *Facility* or upon request of *Facility*.
- f. Assign to *Facility* only those Students who have completed the prerequisites of the Physician Assistant Program curriculum as set forth by *College*.
- g. Designate a faculty member, the “Director of Clinical Education” (DCE), to coordinate with a representative of the *Facility* regarding the assignment of Students and monitoring of their clinical experience at the *Facility*. The DCE or another designated individual will make such communication by phone or in person.
- h. *College* will be responsible for assuring that both students and instructors comply with the policies, procedures, rules and regulations of the *Facility* insofar as they pertain to activities for both while in the *Facility*. Students and instructors of *College* will be subject to the policies and procedures set forth by *Facility* for its employees and Medical Staff.
- i. *College* faculty, together with HSU students, shall respect and conscientiously observe the confidential nature of all information, which may come to either or all of them, individually or collectively, with respect to patients and patients’ records.
- j. Train and test students on HIPAA, blood borne pathogens and universal precautions and capitulate Clinical Site policies and procedures as pertaining to such.

3. RESPONSIBILITY OF THE FACILITY:

- a. Provide an Experiential Professional Activity (EPA), supervised by a MD, DO, PA, licensed to practice medicine by the appropriate licensing agency.
- b. Designate an individual as the “Center Coordinator of Clinical Education” (CCCE) who will communicate with the DCE on all matters pertaining to Students and their clinical experience.
 1. The *College* will confirm the professional preparation and licensure / board certification of providers who will be supervising students.
 2. The *Facility* will immediately notify *College* of any change in the CCCE position.
- c. Assist the Student and *College* with performance evaluations utilizing the designated clinical evaluation document. Should another evaluation instrument be used, the *Facility* will be notified at least three months prior to its initiation. This notice will be in the form of an addendum to this agreement.
- d. Provide the appropriate counsel, during the experience, to help the Student grow professionally and improve performance.
- e. Permit the inspection of the clinical facilities, services available for clinical experiences, Student records/reports, and such other items pertaining to this clinical program by the *College* faculty, any agency or other entity charged with responsibilities for accreditation of *College*’s curriculum. Such inspection shall be at a mutually agreed upon time and be scheduled in advance.
- f. Accept that the status of each Student is one of a learner and that Students will not be utilized to replace members of the *Facility*’s staff or employees.
- g. Provide, make available, or permit the Student to use as appropriate:
 1. Patient care and service facilities;
 2. Supplies and equipment required for patient care;
 3. Rooms or areas where Students may hold discussions and receive clinical instruction, and;
 4. Relevant patient records, subject to all applicable safeguards of patient confidentiality in accordance with established *Facility* policies and procedures and any state or federal rules or regulations.
- h. Notify the DCE immediately should any situation or problem arise which impedes the educational process or threatens completion of the instructional period for any Student. If either the conduct or practice of Student is found markedly unsatisfactory by *Facility* or CI while in clinical area, the *College* and *Facility* are to be notified immediately and Student removed. *Facility* will communicate with *College* of this decision and submit written documentation to *College* explaining the reason for the decision.
- i. Provide learning experiences under the supervision of qualified MD, DO, PA or NP, which meet:
 1. The standards of recognized professional accrediting agencies or state regulatory agencies;
 2. The stated objectives of the educational program.
- j. Provide appropriate orientation to the Physician Assistant students of the HSU PA Program. This includes, but is not limited to, addressing appropriate facility/site specific security and safety measures.

4. MISCELLANEOUS:

- a. It is understood and agreed that the Students shall not be considered employees of the *Facility* and are not entitled to wages, compensation, or benefits associated with employment as a result of their participation in the clinical practicum. No monies will be exchanged between *Facility* and *College* as a result of this Agreement.
- b. This Student status shall not relieve the Student from the responsibility to adhere to the policies and procedures and compliance handbook of the *Facility*.
- c. *College* and *Facility* mutually agree not to discriminate **in the EPA** on the basis of race, color, creed, age, national origin, or sex except as provide by law, nor will either party discriminate on the basis of a handicap under Section 504 of the Rehabilitation Act of 1973, or disability under the Americans with Disabilities Act of 1990.

5. TERMS OF AGREEMENT, MODIFICATION, TERMINATION:

- a. This agreement is for the term of one-year (1) from the date of signing and thereafter from year to year unless terminated by either party with a ninety-day (90) written notice to the other.

- b. Should either party terminate the agreement, both parties agree to allow Students presently in training at the *Facility* to complete their affiliation period, unless it is detrimental to the Student's development for such experience to continue to completion.
- c. *College* shall provide proof of professional liability insurance covering Students placed at the *Facility* in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate with a \$20,000,000 university excess liability prior to beginning the clinical assignment at *Facility* and upon request of *Facility* thereafter. A Memorandum of Insurance shall evidence such insurance.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment signed by both parties.
- e. This agreement hereby includes the following program: Physician Assistant

6. INDEMNIFICATION:

College and *Facility* each agree, to the extent authorized under the laws of the United States and the State of Texas, to indemnify and hold the other harmless from any claim, demand, suit, loss, or liability for which the indemnified party may sustain as a result of the indemnifying party's breach of its duties, errors, or omissions, within the terms of this Agreement; provided, however, that neither party shall have any obligation or liability under this paragraph for claims, demands, or causes of action arising out of the intentional or negligent conduct of the other party, its officers, employees, agents, licensees, or invitees, or for the intentional or negligent conduct of any person or entity not subject to such party's supervision or control.

Executed by the parties on the dates set out below:

HARDIN-SIMMONS UNIVERSITY:

 Jennifer R. Eames MPAS, DHSc, PA-C
 Physician Assistant Program Director

 Date

 Dr. Christopher McNair,
 Provost and Chief Academic Officer

 Date

FACILITY:

 Signature

 Date

Adopted: HSU – PA Faculty 11/2015

Initial: HSU _____ Facility _____