



## PHYSICIAN ASSISTANT STUDIES CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”), is executed between Morehouse School of Medicine (MSM), Physician Assistant Program (PA Program) (*Institution*) and \_\_\_\_\_ (*Host Site*), located \_\_\_\_\_ (*Host Site Address*). In consideration of the mutual promises and agreements set forth herein, *Institution* and *Host Site* agree as follows:

### 1. COMMON OBJECTIVES:

- a. *Institution* and *Host Site* desire to provide a clinical learning and educational experience (Clinical Educational Experience) under the direction, supervision, control, and guidance of qualified health care providers for appropriately qualified MSM PA Program students (Students) enrolled in the MSM PA Program.
- b. *Host site* is willing to permit Students to participate in the performance of certain selected health care services while under the direction, supervision, control and guidance of one or more qualified and licensed providers (“Preceptors”) during mutually agreed upon times throughout the term of this Agreement.
- c. The Clinical Educational Experience for the Student will be formally scheduled with designated clinical sites. Schedules will be completed at least 30 days prior to the starting date of the experience.
- d. The period of time for each Student’s Clinical Educational Experience will be set by *Institution*, in agreement with the participating *Host Site*.
- e. The number of Students assigned to each *Host Site* will be determined by mutual agreement.
- f. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, joint venture, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- g. The Parties mutually desire to establish each Party’s duty and obligations to each other and to set forth the terms and conditions which will govern each Clinical Educational Experience performed during the term of this Agreement.

**NOW, THEREFORE**, for and in consideration of the recitals above which are incorporated into this Agreement by reference hereof and the mutual covenants and conditions contained herein, the Parties agree as follows:

### 2. RESPONSIBILITIES OF INSTITUTION

- a. Supply Student information required by the *Host Site* 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 *Institution*.
- b. Provide information to the Student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits. *Institution* 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 *Host Site* required tests and the results will be provided to each *Host Site* prior to Students’ arrival at said *Host Site* or upon request of *Host Site*. The *Host Site* shall notify *Institution* of its requirements of an acceptable criminal background check and required

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immunizations. *Institution* will inform the Student of his/her responsibility to provide evidence to the *Host Site* of any required criminal background checks or immunizations, when requested. *Institution* will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to *the Host Site's* policies and practices, and that the cost of any such test will be paid by the Student, if not the *Institution*.

- d. Provide evidence that Student has been certified in the American Heart Association ACLS (Advanced Life Support) for Healthcare Providers prior to arrival at Host Site or upon request of Host Site.
- e. Assign to *Host Site* only those Students who have successfully completed the prerequisites of the MSM PA Program curriculum as set forth by *Institution*.
- f. Designate a faculty member, the "Director of Clinical Education" (DCE), to coordinate with a representative of the *Host Site* regarding the assignment of Students and monitoring of their Clinical Educational Experiences at the *Host Site*. The DCE or another designated individual will make such communication by phone or in person.
- g. Advise students that they are required to comply with *Host Site's* rules, regulations, and procedures.
- h. Appoint *Host Site* Preceptors responsible for supervision and evaluation of MSM PAs as MSM adjunct faculty and educate Preceptors regarding applicable supervision and oversight requires for Clinical Educational Experiences.
- i. If requested by the *Host Site*, *Institution* will provide instruction to the *Host Site's* staff with respect to *Institution's* expectations regarding assessment of *Institution's* students at the *Host Site*.
- j. Advise all students assigned to the *Host Site* regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. *Institution* will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

### 3. RESPONSIBILITIES OF HOST SITE:

- a. Provide Clinical Educational Experience, supervised by a Preceptor who is a MD, DO, PA, licensed to practice medicine by the appropriate licensing agency and ensure all federal and state supervision laws, regulations, and requirements for various services are satisfied.
- b. Provide, make available, or permit the Student to use in an appropriately supervised learning environment:
  - 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. Access and required training for students in the proper use of electronic medical records or paper charts, as applicable; in accordance with established *Host Site* policies and procedures and any state or federal rules or regulations.
- c. Retain full authority and responsibility for patient care and quality standards, and maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in the *Host Site*, Students will have the status of trainees; are not to replace *Host Site* staff; and, are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the MSM PA Program. Host Site and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student's level of training.
- d. 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 *Institution* will confirm the professional preparation and licensure / board certification of providers who will be supervising students.
  - 2. The *Host Site* will immediately notify *Institution* of any change in the CCCE position.
- e. Assist the *Institution* with learning and performance evaluations utilizing the designated clinical evaluation document. Should another evaluation instrument be used, the *Host Site* will be notified at least three months prior to its initiation. This notice will be in the form of an addendum to this agreement. To the extent the *Host Site*, generates or maintains educational records related to the participating student, *Host Site* agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to *Institution* and shall limit access to only those employees or agents with

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a need to know. For the purposes of this Agreement, pursuant to FERPA, Institution hereby designates *Host Site* as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Institution's records is required by *Host Site* to carry out the MSM PA Program.

- f. Provide the appropriate instruction and supervision during the experience, to help the Student grow professionally and improve performance.
- g. Permit the inspection of the clinical facilities used for the Clinical Educational Experience.
- h. Upon request, provide proof of general liability insurance coverage in an amount that is commercially reasonable.
- i. Comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (*i.e.*, needle stick) while at the *Host Site*, the *Host Site*, upon notice of such incident from the student, will provide such emergency care as is provided its employees. In the event that *Host Site* does not have the resources to provide such emergency care, *Host Site* will refer such student to the nearest emergency facility.
- j. Accept that the status of each Student is one of a learner and that Students will not be utilized to replace members of the *Host Site's* staff or employees.
- k. 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 *Host Site* or CCCE while in clinical area, the *Institution* and *Host Site* are to be notified immediately and Student removed. *Host Site* will communicate with *Institution* of this decision and submit written documentation to *Institution* explaining the reason for the decision.
- l. 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.
  3. All federal and state supervision and scope of practice laws and regulations.

#### 4. MISCELLANEOUS:

- a. It is understood and agreed that the Students shall not be considered employees of the *Host Site* 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 *Host Site* and *Institution* 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 *Host Site*.
- c. Students participating in clinical training pursuant to this Agreement are members of the *Host Site's* workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the *Host Site* and, as stated in the paragraph above, does not establish an employment relationship.
- d. *Institution* and *Host Site* mutually agree not to discriminate 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. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party.

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- b. Should either party provide notice of termination of the agreement, both parties agree to allow Students presently in training at the *Host Site* to complete their Clinical Educational Experience pursuant to the terms of this Agreement, unless either Party provides written notice that it is detrimental to the Student's development for such experience to continue to completion.
- c. *Institution* shall provide proof of professional liability insurance covering Students placed at the *Host Site* in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the Clinical Educational Experience at *Host Site* and upon request of *Host Site* thereafter. If requested by the *Host Site*, *Institution* shall provide a certificate of insurance demonstrating coverage for students completing training at the *Host Site*.
- d. *Institution* will require Students to maintain health insurance. Proof of health insurance coverage may be provided upon request.
- e. It is understood and agreed that the parties to this Agreement may revise or modify this agreement by written amendment signed by both parties.
- f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- g. This Agreement shall be binding upon and shall inure to the benefit of Parties and their respective successors, heirs, assigns, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning Party.
- h. Individuals executing this Agreement on behalf of the Parties represent and warrant that they have been authorized to do so.
- i. The Parties shall perform all obligations in this Agreement in accordance with applicable professional standards and all applicable federal, state or local governmental laws and regulations, and in accordance with those standards of the applicable accrediting body. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules regulations applicable to the performance of the Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Records and Privacy Act.
- j. Nothing in this Agreement shall be construed to confer upon any person or entity other than the Parties hereto, and their respective successors or permitted assigns, any remedy or claim as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto, and their successors and permitted assigns.
- k. 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.

If to *Institution*:

If to *Clinical Site*:

#### 6. INDEMNIFICATION:

Institution and Host Site each agree, to the extent authorized under the laws of the United States and the State of Georgia, 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:*

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# Morehouse School of Medicine:

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Pangela H. Dawson PhD, MSPAS, PA-C  
Physician Assistant Program Director

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Date

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Martha L. Elks, MD, PhD  
Sr. Associate Dean, Educational Affairs

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Date

## Host Site:

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Signature

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Date

*Adopted: MSM- PA Faculty 8/2022*

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