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**PHYSICIAN ASSISTANT PROGRAM AFFILIATION AGREEMENT**

**Between**

**LE MOYNE COLLEGE**

**and**

\_\_\_\_\_

This agreement is made between Le Moyne College, 1419 Salt Springs Road, Syracuse, NY 13214-1399, (the "SCHOOL") and \_\_\_\_\_, located at \_\_\_\_\_, in the city of \_\_\_\_\_, and state and zip of \_\_\_\_\_ (the "HOST AGENCY").

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 learning experiences for Physician Assistant students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide Physician Assistant student, and faculty if applicable, access to appropriate resources for Physician Assistant education.
- The SCHOOL is ultimately responsible for the Physician Assistant education program, academic affairs, and the assessment of Physician Assistant students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for Physician Assistant student teaching.
- Specification of the responsibility for treatment and follow-up when a Physician Assistant student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified above agree to the following:

- **Responsibilities of the SCHOOL**

- The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

- The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for Physician Assistant student teaching and assessment provided pursuant to this Agreement.

- The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

- The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

- The SCHOOL will require all participating students to have completed an appropriate criminal background check prior to matriculation, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. Each student and site coordinator will be in compliance with Exhibit A, attached. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student.

- The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

- If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

- 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. 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.

- In order for the SCHOOL to ensure the most enriched learning experience, and in consideration for the obligations undertaken by the HOST AGENCY under this Agreement, the SCHOOL will pay HOST AGENCY compensation for each student that is accepted by, and successfully completes placement at, the HOST AGENCY. The compensation is memorialized and agreed to by both parties in Exhibit B, which is attached to this Agreement.

- **Responsibilities of the HOST AGENCY**

- The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for Physician Assistant student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for Physician Assistant students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for Physician Assistant students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary. Without limiting the foregoing, the HOST AGENCY will provide an environment that is reasonably safe, secure and free from discrimination, harassment (including without limitation sexual harassment), and/or abusive, unlawful or threatening acts.

- The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY 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 Physician Assistant education program. HOST AGENCY 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.

- The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

- The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

- The HOST AGENCY agrees to 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 AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as recommended by CDC guidelines; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The student will bear the financial responsibility for any charges generated.

- To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY 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 SCHOOL's records is required by HOST AGENCY to carry out the Program.

- Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

- The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

- The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

- The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with the SCHOOL's Clinical Coordinator and Course Instructor to ensure faculty and Physician Assistant student access to appropriate resources for the clinical training experience.

- **Mutual Responsibilities**

- Representatives for each party will be established on or before the execution of this AGREEMENT.

- At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

- The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

- The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by applicable law.

- The SCHOOL, including its faculty, staff, Physician Assistant students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits)

to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

- HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY if, in the reasonable opinion of the HOST AGENCY, the student's performance in the clinical program is unsatisfactory, or the student fails to abide by the policies and procedures of the HOST AGENCY or any applicable statutory, regulatory or professional rule or code, or any requirement of any authority having direction or control over the operations of the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

- **Term and Termination**

This AGREEMENT is effective upon execution of this Agreement by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. 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. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

- **Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

- **Health Insurance Portability and Accountability Act.**

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY'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 AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

- **No Agency Relationship Between the Parties.**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, 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.

- Each party understands and agrees that (A) neither party nor its employees, contractors, or agents will be treated as the other party's employees for federal, state or local tax purposes, (B) neither party's employees will be entitled to receive or participate in any employee benefit plans or fringe benefit programs provided by the other party to its employees, and they shall not be treated as employees of the other party for FICA, FUTA, federal, state or local income tax withholding purposes, and (C) each party shall be responsible for appropriate social security and other tax withholding and payments, as well as workers' compensation and other required statutory coverages, with respect to its own employees.

- **Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other. Any purported assignment without such consent shall be void.

- **No Special Damages**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

- **Indemnification**

Each party shall defend with competent counsel, indemnify and hold harmless the other party and the other party's trustees, officers, directors, members, managers and employees from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, to the extent caused by (i) such party's breach of its obligations under this Agreement, or (ii) the intentional or negligent act or omission of such party or any of its trustees, officers, directors, members, managers, employees and/or contractors.

- **Notices**

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 first set forth above, or to such other address as a party may from time to time designate.

- **Severability**

Should any term or provision of this Agreement be held to be void, invalid, unenforceable or contrary to law or public policy, the offending term or provision shall be construed (a) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and (b) to give effect as nearly as possible to the intent of the parties. The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

- **Headings**

Headings in this AGREEMENT are for convenience only.

- **Entire Agreement**

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written amendment executed by both parties.

IN WITNESS WHEREOF, the Host Agency and College have executed this Agreement as of the date(s) indicated below.

Le Moyne College

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

Printed Name: James P. Hannan, Ph.D.

Title: Provost & Vice President for Academic Affairs

Date: \_\_\_\_\_

Host Agency: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name of Signator: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PHYSICIAN ASSISTANT PROGRAM AFFILIATION AGREEMENT

Between

LE MOYNE COLLEGE

And

AGENCY: \_\_\_\_\_

## EXHIBIT A

1. **The College will require the following of all students and site coordinators as a condition of participation in the clinical portion of the Physician Assistant Program:**
  1. A physical examination upon entrance to the program and updated physical findings done by Student Health Services annually.
  2. Rubeola – proof of two (2) MMR vaccines, (measles, mumps, rubella) or immunity by positive titer. If titer is negative, two (2) MMRs given after titer are required.
  3. Rubella – proof of one (1) MMR vaccine or immunity by positive titer. If titer is negative, 1 MMR vaccine given after titer will be required.
  4. Mumps – proof of two (2) MMR or proof of immunity by positive titer. If titer is negative, 2 MMR vaccine given after titer will be required.
  5. Tetanus booster, Tdap, given within past 10 years. (Td does not fulfill this requirement).
  6. Hepatitis B series and proof of immunity by positive titer. If titer is negative, the series is to be repeated and another titer performed. If titer is still negative, there is no further requirement.
  7. Varicella –2 vaccines or proof of immunity by positive titer. If titer is negative, 2 vaccines given 4 to 8 weeks apart will be required.
  8. PPD (Mantoux) skin test or Quantiferon Gold prior to participation in the clinical preceptorship, and every year thereafter for negative findings. Positive findings require appropriate clinical follow up and documentation of x-ray along with information regarding treatment. Repeat skin test is not necessary.
  9. Seasonal Flu vaccination administered in September each year.