



## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

### ADOPTED BY MOREHOUSE SCHOOL OF MEDICINE

This Clinical Affiliation Agreement (“Agreement”), is executed between Morehouse School of Medicine and \_\_\_\_\_ (*HOST SITE*), located at \_\_\_\_\_ (*HOST SITE Address*).

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 Program (PA Program) students in Morehouse School of Medicine.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the Morehouse School of Medicine PA Program’s accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST SITE will provide students access to appropriate resources for student education.
- Morehouse School of Medicine is ultimately responsible for the medical education program, academic affairs, and the assessment of students.
- Morehouse School of Medicine is primarily responsible for the appointment of HOST SITE preceptors as adjunct faculty members with responsibility for student teaching.
- Specification of the responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of Morehouse School of Medicine and HOST SITE 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 agree as follows:

#### A. Responsibilities of Morehouse School of Medicine

1. Morehouse School of Medicine 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 SITE only those students who have satisfactorily completed the prerequisite didactic portions of Morehouse School of Medicine’s curriculum.
2. Morehouse School of Medicine 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 Morehouse School of Medicine, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
3. Morehouse School of Medicine will advise all students assigned to the HOST SITE facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training



experience. Morehouse School of Medicine will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. Morehouse School of Medicine will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST SITE may request the student provide proof of health insurance prior to beginning of the training experience.

5. Morehouse School of Medicine will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with Morehouse School of Medicine. If applicable, the HOST SITE shall notify the student of any requests for evidence of criminal background test or immunization. Morehouse School of Medicine 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. The HOST SITE shall notify Morehouse School of Medicine of its requirements of an acceptable criminal background check and required immunizations. Morehouse School of Medicine 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 Morehouse School of Medicine.

6. Morehouse School of Medicine will advise students that they are required to comply with HOST SITE rules, regulations, and procedures.

7. If requested by the HOST SITE, Morehouse School of Medicine will provide instruction to the HOST SITE'S staff with respect to Morehouse School of Medicine's expectations regarding assessment of the Morehouse School of Medicine's students at the HOST SITE.

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

#### B. Responsibilities of the HOST SITE

1. The HOST SITE has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST SITE will provide students and faculty with access to appropriate resources for student education including: a) access to patients at HOST SITE facilities in an appropriately supervised environment, in which the



students can complete the Morehouse School of Medicine's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST SITE; and f) access to call rooms, if necessary.

2. The HOST SITE 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 SITE's facilities, 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 medical education 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.

3. The HOST SITE staff will, upon request, assist Morehouse School of Medicine in the assessment of the learning and performance of participating students by completing assessment forms provided by the Morehouse School of Medicine and returned to the Morehouse School of Medicine in a timely fashion.

4. The HOST SITE will provide for the orientation of Morehouse School of Medicine's participating students as to the HOST SITE'S rules, regulations, policies, and procedures.

5. The HOST SITE 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 SITE, the HOST SITE, 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 SITE'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 necessary; and HIV counseling and appropriate testing as necessary. 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. Morehouse School of Medicine will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent the HOST SITE, generates or maintains educational records related to the participating student, the 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 Morehouse School of Medicine and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Morehouse School of Medicine 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 Morehouse School of Medicine's records is required by HOST SITE to carry out the Program.



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

8. The HOST SITE will provide written notification to the Morehouse School of Medicine promptly if a claim arises involving a student. The HOST SITE and Morehouse School of Medicine 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.

9. The HOST SITE 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 SITE will notify the Morehouse School of Medicine's clinical director if such an action is required.

10. The HOST SITE shall identify a site coordinator from among its medical staff who will communicate and cooperate with the Morehouse School of Medicine's clinical director to ensure faculty and student access to appropriate resources for the clinical training experience.

#### C. Mutual Responsibilities

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

2. The parties will work together to maintain an environment of high-quality patient care. At the request of either party, a meeting or conference will promptly be held between Morehouse School of Medicine and HOST SITE representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. Morehouse School of Medicine will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using Morehouse School of Medicine facilities. The HOST SITE will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST SITE facilities.

4. Morehouse School of Medicine and the HOST SITE 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 law.

5. Morehouse School of Medicine, including its faculty, staff, students, and residents, and HOST SITE 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 SITE 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 Morehouse School of

Medicine. Morehouse School of Medicine agrees to require its students to adhere to the expectations set forth in Exhibit A.



6. HOST SITE may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST SITE. The HOST SITE will immediately notify the appropriate office of the Morehouse School of Medicine if such an action is required and the reasons for such action. Morehouse School of Medicine may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. Morehouse School of Medicine will notify the HOST SITE if such action is required.

#### D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter 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 SITE will be permitted to complete any previously scheduled clinical assignment at HOST SITE unless either Party provides written notice that it is detrimental to the Student's development for such experience to continue to completion.

#### E. Employment Disclaimer

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

#### F. Health Insurance Portability and Accountability Act.

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 paragraph E, above, does not establish an employment relationship.

#### G. 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.



## H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

## I. Governmental Immunity

If Morehouse School of Medicine 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 Morehouse School of Medicine of its governmental immunity or of its state governmental immunity; an express or implied acceptance by Morehouse School of Medicine of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by Morehouse School of Medicine of a debt, contract, or liability of the HOST SITE.

## J. 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.

## K. 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 indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

## L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

## M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

## N. Headlines

Headlines in this AGREEMENT are for convenience only.

## O. 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 provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.



## EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

Morehouse School of Medicine holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of PA Program education the term “teacher” is used broadly to include peers, physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

### GUIDING PRINCIPLES:

**Duty:** Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

### RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
  
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students



- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

- Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

**MOREHOUSE SCHOOL OF MEDICINE:**

\_\_\_\_\_  
 Pangela H. Dawson, PhD, MSPAS, PA-C  
 Program Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Martha Elks, MD, PhD  
 Sr. Associate Dean, Educational Affairs

\_\_\_\_\_  
 Date

**HOST SITE**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date