

## CLINICAL AFFILIATION AGREEMENT

This agreement is made by and between **Barton Community College** (hereinafter called the “College”) and \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the “Clinical Affiliate”).

WHEREAS, the Clinical Affiliate and the College desire to implement a contractual relationship to govern the provision of clinical facilities by the Clinical Affiliate for the Associate Degree Program in Medical Laboratory Technician Training offered by the College.

NOW THEREFORE, the Clinical Affiliate and the College agree as follows:

### I. RESPONSIBILITIES

#### A. The College, acting within the scope of their duties:

1. Will utilize established protocol to make plans for observation and experience through the Clinical Affiliate. The College shall provide the written objectives of the clinical experience to the Clinical Affiliate prior to the start of any clinical experience;
2. Will comply with current policies and procedures of the Clinical Affiliate, and will in no way become involved in the administration or management of any unit within the Clinical Affiliate;
3. Will provide faculty members for the Medical Laboratory Technician Program, who will be responsible for the instruction, control, supervision, assignment, and evaluation of the students in the preclinical areas. The College will coordinate and be responsible in conjunction with the Clinical Affiliate Coordinator for the clinical experience;
4. Will secure and maintain Program accreditation from the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS);
5. Will designate College/Program staff to:
  - a) plan the clinical experiences of the students after consulting with Clinical Affiliate staff
  - b) act as point of contact for the Clinical Affiliate staff regarding all Program policies and procedures and any student issue that may arise;
6. Will require that each student has a health examination and to maintain a file for each student at the College. That file will contain immunization records and documentation of health preventative measures as required by the College;

7. Will inform the Program students of the Clinical Affiliate's policies and procedures during each clinical experience;
  8. Will insure the College and its employees and students while they are acting on the College's behalf through a comprehensive program of self-insurance. The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program supported to liability limits of \$250,000 per occurrence for general liability and \$1 million per occurrence/\$3 million annual aggregate for professional liability. Non-employed students are covered under the program for professional (patient care) liability coverage when providing services as part of a required health care clinical rotation. Evidence of this insurance shall be provided to the Clinical Affiliate following execution of this Agreement. If employees of the College will be in the Clinical Affiliate with the students during the affiliation experience, the College shall provide, upon request, evidence of Worker's Compensation insurance covering its employees;
  9. Will obtain signed Confidentiality Agreements from each student and forward the signed agreement to the Clinical Affiliate's compliance officer prior to the first day of clinical experience. The College acknowledges that each student must receive proper training from the Clinical Affiliate regarding the Health Insurance Portability and Accountability Act (HIPAA); and
  10. Shall remove or reassign any student that is not compliant with the Clinical Affiliate's policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or the Clinical Affiliate's operations.
- B. The Clinical Affiliate acting within the scope of their duties:
1. Will serve as a clinical laboratory that meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of Laboratory Medicine;
  2. Will maintain complete authority and control over all Clinical Affiliate administration and laboratory service function activities;
  3. Will name a contact individual (Clinical Affiliate Coordinator) who will be responsible for planning with College/Program staff the student learning experiences and who will oversee the clinical experience at Clinical Affiliate. The Clinical Affiliate Coordinator will be responsible to the College for such matters as reporting of attendance and the evaluation of student's activities at the Clinical Affiliate;
  4. Will provide appropriate opportunities for observation and practical experiences within the laboratory and other appropriate departments and units;

5. Will make available members of its staff to assist in the orientation of College/Program staff and students to the physical facilities, policies, and procedures of the Clinical Affiliate;
6. Will provide instruction and supervision when and where students are working with patients and/or samples and equipment;
7. Will complete the written evaluation of student performance provided by the Program, and return it to the Program office. The College will provide the Clinical Affiliate Coordinator with evaluation forms to be filled out on each student and will provide instruction to the Clinical Affiliate Coordinator as to how the evaluation is to be made;
8. Will allow students and College/Program staff to use the Clinical Affiliate's cafeteria facilities, at their own expense, if they so desire;
9. Understands and agrees that information embodied in student education records is protected from disclosure pursuant to the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. & 1232 (g) and agrees to abide by its provisions;
10. Will provide emergency care to students and College/Program staff for any accident, injury, or illness. The student's or College/Program staff's health insurance shall be billed for any Emergency Department service, and the balance billed to the student or College/Program staff member. Responsibility for follow up care remains the responsibility of the student or College/Program staff member;
11. Will inform the College regarding changes in clinical facilities or processes which may affect the clinical experience of the College's students;
12. Will provide access to physical premises at reasonable times and with reasonable advance notice to representatives of the College/Program and the representatives of the College's/Program's accrediting bodies; and
13. Will insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, of professional and general liability;
14. Will request, to the Program Director, removal or reassignment of any student who is not compliant with the Clinical Affiliate's policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or the Clinical Affiliate's operations;
15. Will provide educational materials and training addressing the principles of the Health Insurance Portability and Accountability Act (HIPAA); and

16. Will provide records of range and volume of work performed, performance on quality control programs, and staffing information when requested by the College.
- C. Joint responsibilities of the College and Clinical Affiliate:
1. To annually review and discuss didactic and clinical education of the students;
  2. To determine the number of students assigned to the Clinical Affiliate;
  3. To meet at least once during each student clinical experience to discuss student progress;
  4. Have joint input into any disciplinary action relating to student conduct and may withdraw any student from the Program by mutual consent of the Program Director and the Clinical Affiliate Coordinator; and
  5. To annually review and discuss the Clinical Affiliation Agreement.
- D. Neither the College nor the Clinical Affiliate will discriminate against anyone applying for or enrolled in the Medical Laboratory Technician Program because of race, color, religion, national origin, sex, sexual orientation, age, physical or mental handicap, or status as a disabled veteran.
- E. Students shall not be considered employees of the Clinical Affiliate for any purpose and shall have no claim against the Clinical Affiliate under this Agreement for wages, vacation pay, worker's compensation, disability benefits, unemployment benefits, social security, or other employee benefits of any kind.
- F. Students will be responsible for their own medical and dental care and shall derive no special benefits or rights in that regard by participation in the program.
- G. The College and the Clinical Affiliate agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall cooperate in securing evidence and obtaining the cooperation of witnesses.
- H. The Student:
1. Shall be charged with notifying the Clinical Affiliate Coordinator whenever he/she is unable to report in during the agreed hours of his/her clinical training;
  2. Will follow all rules and policies of the Clinical Affiliate;

3. Must report to the Clinical Affiliate Coordinator (or the department supervisor) all breakage and damage of Clinical Affiliate property, loss or waste of equipment or reagents;
4. Will be responsible to follow the policies and procedures of the College and the clinical facility, not limited to but including OSHA regulations regarding blood borne pathogens, infectious disease plans, and hazardous chemical plan;
5. Will provide the clinical facility with documentation of proper immunizations prior to participating in the Program at Clinical Affiliate's site; and
6. Shall maintain confidentiality regarding all aspects of their experience at the clinical facility.

## II. EMPLOYMENT OF STUDENTS

The student's rights to secure employment in their free time shall be the same as the rights of other students to secure voluntary employment.

## III. EXPLANATION

- A. All parties to this Agreement are responsible for explaining the terms of the Agreement to members of the staff and/or students of their respective institutions and for promoting a positive attitude on the part of all concerned in adhering to both the letter and the spirit of this cooperative Agreement.
- B. Routine administrative details will be resolved at conferences between the Clinical Affiliate Coordinator and the assigned College/Program representative.
- C. This agreement will be automatically renewed annually unless one of the parties chooses to revise or alter the document. All parties should review this document annually as part of the administrative process. Any changes that are made to this document will not be effective until placed in writing and executed by both parties.
- D. The College shall make provisions for ongoing communication between clinical faculty for exchange of information and views. Documentation of ongoing communication may be in the form of e-mail, phone logs, and/or written communications. Additional communication may be provided by teleconference or meeting as deemed necessary.

## IV. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party hereto by giving the other written notice thereof prior to December 1 preceding the practicum. Should the Agreement remain in effect, it may be revised as the occasion demands to assure

mutual satisfaction. Should a student's practical experience be in progress at the time the Clinical Affiliate presents a request for termination of the Affiliation Agreement, the student shall be permitted to complete the requirements of the clinical practicum in progress prior to termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as of the day and year of the final signature below.

BARTON COUNTY COMMUNITY COLLEGE

By \_\_\_\_\_ Date \_\_\_\_\_  
President

(clinical affiliate)

By \_\_\_\_\_ Date \_\_\_\_\_  
Administrator