

CLINICAL AFFILIATION AGREEMENT

between

Lincoln Memorial University
DeBusk College of Osteopathic Medicine

and

Lexington Emergency Medical Services

This agreement entered into this creates an affiliation agreement between **Lincoln Memorial University**, DeBusk College of Osteopathic Medicine (LMU-DCOM), referred to as the UNIVERSITY and **Lexington Emergency Medical Services**, referred to as the PLACEMENT SITE, for the purpose of providing supervised clinical education experiences for the students of the UNIVERSITY's Doctor of Osteopathic Medicine and Physician Assistant Programs (students). Both the UNIVERSITY and the PLACEMENT SITE acknowledge that this cooperative clinical agreement is needed for completeness of the UNIVERSITY's academic curriculum and will help to foster the Mission of the PLACEMENT SITE by stimulating those staff members involved in student clinical education and supervision.

WITNESSETH:**A. JOINT RESPONSIBILITIES:**

1. The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the PLACEMENT SITE and the UNIVERSITY faculty and staff. Illustrative of the foregoing, specific and mutually agreed upon information regarding the number of students to be assigned, the dates of the assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care which the student shall render) shall be planned jointly and agreed upon by the UNIVERSITY and the PLACEMENT SITE. Placement of students will always depend on staff and space availability.
2. Periodic meetings will be held to review and evaluate the clinical education program, and to attempt to resolve specific problems that may interfere with the achievement of the objectives of the program.
3. If problems arise involving the affiliating student(s), they shall be resolved jointly by the PLACEMENT SITE, the UNIVERSITY, and the student. Provided,

however, that pending such resolution the PLACEMENT SITE may at any time restrict student activities if it deems necessary for patient welfare, or if a student should breach the rules or regulations of the PLACEMENT SITE.

4. The UNIVERSITY will arrange the clinical education schedule and student assignment in cooperation with the PLACEMENT SITE.
5. This agreement will remain in effect as long as it is mutually acceptable to the UNIVERSITY and the PLACEMENT SITE. Either party may terminate this agreement at the end of the academic term of the UNIVERSITY by giving written notice to the other, at least ninety (90) days prior to its termination.
6. The selection, placement and advancement of students, staff and faculty will not be determined by race, creed, color, sex, age, religion, national origin, sexual preference, disability, military or veteran status, marital status, or any other unlawful factor.
7. In the performance of all work, duties and obligations, UNIVERSITY and PLACEMENT SITE are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
8. The confidentiality of patient records and student records shall be maintained at all times and all parties shall comply with HIPAA and state law and regulatory regarding patient health information.

B. UNIVERSITY RESPONSIBILITIES:

1. The UNIVERSITY will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to the clinical affiliation. The PLACEMENT SITE will be informed as to curriculum and sequence, and shall be advised of all courses and clinical experiences of each student.
2. The UNIVERSITY will appoint a representative as a coordinator of clinical education to act as a liaison between the PLACEMENT SITE, the UNIVERSITY and the student in such matters as assignments and coordination of clinical rotations and administrative operations. The UNIVERSITY will provide the PLACEMENT SITE with forms, protocol and guidelines for evaluation of student clinical experience and performance, and with its policy regarding student absences during clinical assignments.
3. The students and the UNIVERSITY are included as named insureds under the insurance program of the UNIVERSITY, providing professional liability

coverage in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate limit for liability arising out of negligence during their designated assignment at the PLACEMENT SITE.

4. A Certificate of Insurance evidencing such coverage shall be furnished to the PLACEMENT SITE of the clinical educational program upon request. Said certificate to include the commitment of the insurer not to cancel the coverage without at least 30 days' prior written notice thereof to the PLACEMENT SITE.
5. The UNIVERSITY agrees to withdraw any student from assignment to the PLACEMENT SITE following consultation between all parties involved in the action. Provided, however, that the PLACEMENT SITE may refuse access to its clinical areas or otherwise restrict activities of any student when deemed necessary or desirable for patient welfare, or who does not meet the PLACEMENT SITE'S standards for safety, health or ethical behavior, or who does not observe all rules, regulations, policies and procedures of the PLACEMENT SITE.
6. All students will be required to have physical examinations and standard immunizations (including Hepatitis B) prior to their admission to the clinical educational program and shall otherwise meet those health standards required by the UNIVERSITY and the PLACEMENT SITE.
7. The UNIVERSITY will give advance notice to the PLACEMENT SITE of any site visits by any of the accrediting agencies involved with the clinical education program.
8. Upon the recommendation of the appropriate UNIVERSITY representative, UNIVERSITY adjunct faculty status may be accorded to PLACEMENT SITE staff whose participation in the clinical education program merits such consideration. Those PLACEMENT SITE staff so recognized will receive a certificate indicating their participation in the program and their names will appear on faculty rosters and in all publications of the UNIVERSITY that list the adjunct clinical faculty.
9. University shall cause its students, staff and representatives to abide by and comply with PLACEMENT SITE policies and procedures.
10. University agrees to indemnify, defend and hold harmless the Placement Site from any and all cost, damages, losses, expenses, including but not limited to attorneys' fees, litigation cost, and court costs, arising out of or from the acts of negligence or intentional acts, errors or omissions caused by its officers, board members, agents, representatives, or employees, up to the limits of insurance set forth in Section B(3), above.

C. PLACEMENT SITE RESPONSIBILITIES:

1. The PLACEMENT SITE agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, the PLACEMENT SITE agrees to provide student access to available educational and instructional materials in its library and provide sufficient conference/meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
2. Students will have the status as trainees, are not to replace PLACEMENT SITE staff, and are not to render patient care and/or service except as such are identified for educational value as part of the jointly planned education program, all under the supervision of a professional practitioner who is a member of the staff of the PLACEMENT SITE and/or UNIVERSITY. Consistent with the foregoing, students are not to participate in direct patient care activities without the authorization of the attending physician. Students will be identified as such to all patients and will not participate in patient care if the patient objects to such participation. It is understood that the teaching program will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of the PLACEMENT SITE.
3. If appropriate facilities and services are available, the PLACEMENT SITE will be responsible for providing emergency care for student illness or accident occurring on the PLACEMENT SITE'S premises during the course of a clinical assignment, but is not responsible for the cost of such care. The UNIVERSITY will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the PLACEMENT SITE.
4. The PLACEMENT SITE will provide each student with a clinical instructor to whom he/she is responsible during the clinical education period. The duties of the clinical instructor (which may be delegated to appropriate individuals) will include.
 - a. demonstrating a concern for the personal and educational development of the student;
 - b. providing a planned program for the affiliation, established in cooperation with the student's need and interests;
 - c. evaluating the student's performance during the affiliation;
 - d. meeting with appropriate UNIVERSITY faculty and staff to discuss the student's progress.

5. The PLACEMENT SITE may request withdrawal of a student from the PLACEMENT SITE following consultation with appropriate UNIVERSITY personnel and the student involved in the action, but notwithstanding the foregoing may always exercise its rights under A3 and/or B5 above. All records kept by the PLACEMENT SITE relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g).
6. The PLACEMENT SITE will, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, and other relevant items pertaining to the clinical learning experiences, by representatives of the UNIVERSITY and/or third party agencies charged with responsibility for approval of facilities or accreditation of curriculum.
7. The PLACEMENT SITE will, at commencement of a student's placement, provide the student with an orientation as to the PLACEMENT SITE'S rules, regulations and policies, as well as the standards and practices relevant to the clinical placement, as the PLACEMENT SITE deems necessary.
8. Placement Site agrees to indemnify, defend and hold harmless the University from any and all cost, damages, losses, expenses, including but not limited to attorneys' fees, litigation costs, and court costs, arising out of or from the acts of negligence or intentional acts, errors or omissions caused by its officers, board members, agents, representatives, or employees.

D. STUDENT RESPONSIBILITIES

1. The STUDENTS will follow the policies, procedures, rules and regulations established by the PLACEMENT SITE during his/her clinical affiliation in that PLACEMENT SITE.
2. The STUDENTS will provide his/her own health insurance coverage for the period of the clinical education experience.
3. The STUDENTS have the right to appeal the decision made by the PLACEMENT SITE or the UNIVERSITY which will have adverse effects upon him/her, subject always to the rights of the PLACEMENT SITE and UNIVERSITY expressed at other places in this agreement and to university policies.

UNIVERSITY:

**Lincoln Memorial University
DeBusk College of Osteopathic Medicine
(LMU-DCOM)
6965 Cumberland Gap Parkway
Harrogate, TN 37752**

By: 

Name: Dr. B. James Dawson

Title: President

Date: 3-18-14

Primary Contact(s):

Name: Sherry Campbell
Title: Clinical Rotations Coordinator
Telephone: 423-869-6718

Name: Jennifer Hunley
Title: Assistant Clinical Coordinator
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Name: Mabel Bogucki
Title: Hospital Relations Coord.
Telephone: 423-869-6702

PLACEMENT SITE:

**Lexington Emergency Medical
Services
Lexington, KY**

By: 

Name: JIM GRAY

Title: MAYOR

Date: 5-28-14

By: _____

Name: _____

Title: _____

Date: _____

Primary Contact(s):

Name: _____

Title: _____

Telephone: _____

Name: _____

Title: _____

Telephone: _____