



**AUSTIN
COLLEGE**

**MASTER OF MEDICAL SCIENCE
PHYSICIAN ASSISTANT PROGRAM**

**AGREEMENT FOR THE PLACEMENT OF
AUSTIN COLLEGE PHYSICIAN ASSISTANT
PROGRAM STUDENTS IN OFF-CAMPUS
CLINICS FOR SUPERVISED CLINICAL
PRACTICE EXPERIENCES**



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AGREEMENT FOR THE PLACEMENT OF AUSTIN COLLEGE PHYSICIAN ASSISTANT PROGRAM STUDENTS IN OFF-CAMPUS CLINICS FOR SUPERVISED CLINICAL PRACTICE EXPERIENCES

This Agreement dated the 7th Day of November 2023 is between Austin College, a Private Institution of Higher Education based in Sherman, TX, hereafter called “College” and Grayson County Department of Juvenile Services, hereafter called “Agency.”

The Purpose of this Agreement is to establish and explain the rights and responsibilities of the College, Students participating in the Physician Assistant Program, the Agency, and Agency’s staff, in maintaining a Supervised Clinical Practice Experience on and around Agency’s premises, located at 86 Dyess, Denison, TX 75020.

RECITALS:

A. WHEREAS, the College, through its Physician Assistant (“PA”) Program requires the use of Supervised Clinical Practice Experiences (“SCPE”) for students in its PA program,

B. WHEREAS, Agency offers clinical facilities which meet criteria established by the Accreditation Review Commission on Education for the Physician Assistant (“ARC-PA”) for agencies affiliating with physician assistant programs,

C. WHEREAS, the PA faculty at the College recognizes that clinical practice under appropriate guidance and supervision is essential for student development of effective clinical skills, clinical judgment, and a sense of professional responsibility,

D. WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

E. WHEREAS, the College and the Agency intend for this agreement to remain in effect until either party indicates otherwise in writing, at least six months in advance. Any decision to terminate the program will not affect the status of any Austin College students currently participating in the program. Termination can be initiated by either party and notification of such must be in writing to the address listed in this agreement.

F. WHEREAS, the Agency will abide by this agreement and the information in the Physician Assistant Clinical Phase Manual, and

G. WHEREAS, the College and Agency agree that College student safety while on the Agency’s premises is of the utmost importance, and all terms of this agreement shall be interpreted in favor of this goal,

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NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **Recitals:** Agency and College agree that the foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Duties and Responsibilities of the College**
 - a. Retain control of, and responsibility for, all phases of the physician assistant education program to include the management of all SCPEs, including assignment of grades, and maintenance of compliance with clinical education standards as set forth by the ARC-PA and other appropriate accreditation bodies., the College representative for this Agreement shall be a faculty member appointed and assigned by the College, who will be responsible for clinical student teaching provided pursuant to this Agreement
 - b. The College 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 Agency only those students who have satisfactorily completed the prerequisite didactic portions of the College curriculum.
 - c. The College will advise all students assigned to the Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The College will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.
 - d. The College will require all participating students to maintain health insurance and provide proof of health insurance to the College. The Agency may request the student provide proof of insurance prior to beginning of the training experience.
 - e. Require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations per CDC guidelines for healthcare providers on file with the College. The College will provide documentation of these requirements as requested by the Agency. The College will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Agency's policies and practices, and that the cost of any such test, and any other testing required, will be paid by the student, if not the Agency.
 - f. Designate a PA Program faculty member as the Director of Experiential Learning ("DEL") to manage the Clinical Education Program and coordinate directly with the Agency for the scheduling and conduct of SCPEs.
 - g. Cooperate with the Agency in making arrangements for SCPEs not less than six months prior to the start of each academic term. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
 - h. Coordinate and provide ongoing training to the College clinical instructional faculty concerning the PA Program mission, goals, and values; curriculum and teaching methodology; guidance regarding academic preparation and program curriculum; and grading and assessment policies and systems. The DEL will also provide all forms



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regarding the PA clinical education program and instructions for completion of the forms.

- i. Provide the Agency with the following written information at least two weeks prior to the start of each SCPE:
 - i. Names of student(s), dates of SCPE, associated clinical instructional faculty.
 - ii. Syllabi for each SCPE that includes instructional objectives and course learning outcomes.
 - iii. SCPE-specific preceptor evaluation form
 - iv. Other appropriate information as requested and agreed.
- j. The College will advise students that they are required to comply with all applicable Agency rules, regulations, and procedures.
- k. Assign to the Agency only those students who have satisfactorily completed the prerequisite didactic portions of the College's curriculum and who are in good academic standing.
- l. Instruct students in the legal requirements and practices concerning the:
 - i. Confidentiality of patient information prior to assignment to the Agency, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. College will also instruct students in their responsibility to obtain education in Agency specific privacy and security requirements.
 - ii. Confidentiality of knowledge and information obtained about the Agency while participating in SCPEs, including knowledge and information regarding the business and operation of the Agency; policies, procedures, and guidelines of the Agency; and information about employees, agents, representatives, and contractors of the Agency. The College will also advise students that the confidentiality requirements survive the termination or expiration of this Agreement.
- m. Provide students, as condition for participating in this SCPE and who may be at risk for occupational exposure to blood or other potentially infectious materials, with:
 - i. Training in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
 - ii. Training in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
 - iii. Training in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
 - iv. Information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.



3. Duties and Responsibilities of the Agency:

- a. The Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Agency will provide students and faculty with access to appropriate resources for clinical student education including: a) access to patients at The Agency facilities in an appropriately supervised environment, in which the students can complete the College curriculum; b) student security badges or other required security access to patient care areas; c) access and required training for clinical students in the proper use of electronic clinical records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Agency; and f) access to call rooms, if applicable, if necessary. Agency shall provide appropriate security and personal safety measures for the students and faculty in all areas where instruction occurs and in any other related areas including parking facilities, cafeterias, libraries, and areas that students might typically use while at the site during their clinical rotation.
- b. The Agency will retain full authority and responsibility for patient care and quality standards and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in The Agency's facilities, students will have the status of trainees; are not to replace The 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 clinical education program. The 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.
- c. The Agency staff will, upon request, assist the College in the evaluation of the learning and performance of participating students by completing evaluation forms provided by and returned to the College in a timely fashion.
- d. The Agency will provide for the orientation of the College participating students as to the Agency's rules, regulations, procedures, and policies.
- e. The 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 Agency, the Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, at a fee no greater than customarily charged to the general public, including, where applicable: examination and evaluation by The Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency clinical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that The Agency does not have the resources to provide such emergency care, The Agency will refer such student to the nearest emergency facility. The College will inform the student that the student will be responsible for any charges thus generated.
- f. To the extent the Agency generates or maintains educational records related to the participating student, the 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



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College and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, The College hereby designates The Agency as The College official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the College records is required by The Agency to carry out the program.

- g. The Agency represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not “sanctioned persons” under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; and (d) have not been convicted of a criminal offense related to health care. The Agency shall immediately notify The College in the event that The Agency is no longer able to make such representations and warranties. The College may immediately terminate this Agreement, without penalty, in the event that The College has determined that The Agency is in breach of this provision.
- h. The Agency will provide written notification to the College promptly if a claim arises involving a student. The Agency and The College 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.
- i. The 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 Agency will notify the College course director if such an action is required.
- j. The Agency shall identify a site coordinator from among its clinical staff who will communicate and cooperate with the College representative to ensure faculty and clinical student access to appropriate resources for the duration of the clinical training experience.

4. Mutual Responsibilities:

- a. Representatives for each party will be established on or before the execution of this Agreement.
- b. This agreement shall become effective immediately and will continue in full force and effect until terminated as stated in Recital E, and/or hereinafter provided. This agreement may be modified upon request of either party and with the agreement of the other in writing at any time, or it may be terminated by one party upon six months written notice to the other. Notwithstanding the foregoing, if College terminated this Agreement based on lack of funding, the six months’ notice requirement shall not apply. The notice required under this clause shall be sent by registered mail. Should notice of termination be given under this section, students already scheduled to train at the Agency will be permitted to complete any previously scheduled clinical assignment at the Agency.



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- c. The College and The Agency will jointly plan the clinical education program and jointly evaluate students. 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 The College and The Agency representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
- d. The College will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the College facilities. The Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Agency facilities.
- e. In accordance with Title VII of The Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 241 and other applicable state and federal non-discrimination laws, College and Agency agree that neither will discriminate against any students in the SCPE program or employees and patients in the Agency's clinic on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identity, marital status, national origin, ancestry, disability, or status of a disabled veteran, or veteran of the Vietnam era, and that Agency agrees to comply with all non-discrimination laws and policies that College promulgates and to which College is subject. Agency agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including compliance with the American with Disabilities Act. **If anyone becomes aware of assault, discrimination, and/or harassment of the students in the program, or by the students in the program, based on any of the protected classes listed above, within the course and scope of their work at the Agency they must promptly report all known information to the PA Program Director who will forward that information to the appropriate officials at the College.**
- f. The College, including its faculty, staff, clinical students, and residents, and The 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 training program, which may include on-site visits. The 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 College. The College agrees to require its students to adhere to the expectations set forth in Exhibit A.
- g. The College shall have full responsibility for conducting any student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the foregoing, The Agency may immediately remove any student from the Agency facility when it has determined that a student failed to abide by the practices, rules, policies or procedures of The Agency which resulted in endangerment of patient care. The Agency will immediately notify the appropriate office of the College if such an action is required and the reasons for such action. The College 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 College will notify the Agency if such action is required.



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- h. This agreement shall become effective immediately and will continue in full force and effect until terminated as stated in Recital E, and/or hereinafter provided. This agreement may be modified upon request of either party and with the agreement of the other in writing at any time, or it may be terminated by one party upon six months written notice to the other. Notwithstanding the foregoing, if College terminated this Agreement based on lack of funding, the six months' notice requirement shall not apply. The notice required under this clause shall be sent by registered mail. Should notice of termination be given under this section, students already scheduled to train at the Agency will be permitted to complete any previously scheduled clinical assignment at the Agency.
- i. Each party shall provide and maintain Comprehensive General Liability and Professional Liability Insurance for itself, its agents, employees and its students participating in this program with limits of at least \$2,000,000 annual aggregate. Upon request of either party, the other party shall supply certificates of insurance evidencing such coverage.
- j. Each party ("Indemnifying Party") will indemnify the other party ("Indemnified Party") and hold it harmless against all third-party claims and related costs and expenses (including reasonable attorneys' fees) that are brought against or incurred by the Indemnified Party as a result of the negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party or any of its employees or agents. This provision shall survive termination of the Agreement.
- k. College and Agency agree not to assign, transfer, convey, or otherwise dispose of this agreement, or the right, title, or interest therein, or the power to execute such agreement to any person, company or cooperation, without the previous consent in writing of the other party. Agency will not remove, replace, substitute or reassign any staff member serving as a preceptor without first obtaining the written approval of College.
- l. This Agreement shall be governed by and construed under the laws of the State of Texas, which shall be the forum for any lawsuit arising from or incident to this Agreement.
 - a. Notices: All notices hereunder shall be in writing, signed by the initiating party, and shall be served either personally or by registered mail addressed as follows:
 - To College:
Austin College, PA Program Director, 900 N. Grand Ave., Ste 61570,
Sherman, TX 75090
 - To Agency at the address inserted on page one of this agreement or to such other addressee as may be hereafter designated in writing.

5. Term and Termination: This Agreement will commence on the date set forth on the signature page of this Agreement and will continue thereafter 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



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the other party. Should notice of termination be given under this section, students already scheduled to train at The Agency will be permitted to complete any previously scheduled clinical assignment at The Agency.

6. **Severability:** In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.
7. **No Waiver:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, expressed or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
8. **Student Privacy:** The parties acknowledge that many student educational records are protected by FERPA, and that student permission must be obtained before releasing specific student data to anyone other than College. College agrees to provide guidance to Agency with respect to complying with FERPA, and Agency agrees to abide by the obligations of FERPA as an agent of College. Both parties agree to keep confidential all patient information pertaining to the services provided under this Agreement and refrain from discussing or releasing any information without written consent from the other party; provided, however, either party may disclose such information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity.
9. **Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information:** Both parties agree to notify the other within 24 hours of any learned of breach, or suspected potential breach, of the privacy and/or security of any Protected Health Information and/or other private information, documents and/or any other data.
10. **Academic Probation:** No academic probation/known disciplinary issues/referrals. The students participating in the program understand the confidential nature of the juvenile justice system, and will only speak in general terms about their experience with anyone other than the participating physician or their advisor. They will not disclose the confidentiality of a specific juvenile, health information or not. They would be amenable to signing a confidentiality statement upon entering the program.
11. **Employment Disclaimer:** The students participating in the program will not be considered employees or agents of the College or The Agency for any purpose. Students will not be entitled to receive any compensation from The Agency or The College or any benefits of employment from The Agency or The College, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. The Agency will not be required to purchase any form of insurance for the benefit or protection of any student of the College.
12. **Health Insurance Portability and Accountability Act (HIPAA):** Students participating in clinical training pursuant to this Agreement are members of the Agency's workforce for the limited purpose of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient clinical 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 Agency and,



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as stated in paragraph E, above, does not establish an employment relationship.

- 13. 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.
- 14. Student Discipline:** In the event that disciplinary action of students is required, the College and the Agency may mutually or independently determine appropriate measures. Parties should give pre-disciplinary notice to the non-disciplining party if able. If a party is not able to give pre-disciplinary notice to the other party, then they should give post-disciplinary notice promptly following the imposition of any discipline. The parties may only implement discipline related to their own premises and operations.
- 15. Agency and College Cooperation:** The College, including its faculty, staff, students, and the 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 training program, which may include on-site visits.
- 16. Merger:** This Agreement is complete. The complete Agreement is found within the four corners of this document.
- 17. Entire Agreement:** This Agreement contains the entire Agreement of the parties as it relates to this subject matter and supersedes all prior oral or written agreements, commitments or understandings concerning the matters provided herein. This Agreement may be modified only by subsequent written amendments properly executed by the parties.

To show that they have agreed to the terms of this Agreement, the Parties have executed this Agreement below on the dates indicated on page one (after the cover page) of the agreement and below.

DocuSigned by:

X Steven P. O'Day
College Representative

X _____
Agency Representative

Date Signed: 1/11/2024

Date Signed:

Signed By: Steven P. O'Day

Signed By:



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Title: President.

Title:

END OF AGREEMENT