

CLINICAL AFFILIATION AGREEMENT

This AGREEMENT is made this ____ day of _____, 20__ between _____ (hereinafter “the Clinical Facility”) and Tidewater Community College, an institution or agency of the Commonwealth of Virginia (hereinafter “the College”).

WHEREAS, the College is an educational institution with an approved program in _____ (Nursing/Dental Assisting/Other Clinical Program), (hereinafter “the Program”) which requires clinical experiences of students enrolled therein (“Students”); and

WHEREAS, the Clinical Facility is a health care facility which has the resources in equipment and staff to provide the clinical experiences required by the program(s) as delineated above; and

WHEREAS, it is to the benefit of the College that the resources of the Clinical Facility be made available to Students for the required clinical experiences; and

WHEREAS, it is to the benefit of both the College and the Clinical Facility to cooperate in the educational preparation of Students so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, in consideration of the promises herein contained and other good and valuable consideration the parties agree as follows:

1. Purpose

The purpose of this AGREEMENT is to establish procedures and guidelines for the provision of clinical experiences within the Clinical Facility for Students.

2. The College’s Responsibilities

The College agrees to:

- a. Present Students for clinical experiences who have adequate preclinical instruction and who, in the discretion of the faculty of the College, have adequately fulfilled the preclinical requirements of the curriculum.
- b. Provide evidence demonstrating that Students meet the Clinical Facility’s physical examination requirements.
- c. Inform Students that they will be required to submit to, and pay for, a criminal background check performed by a third party clearinghouse or the Clinical Facility, containing such search parameters as the Clinical Facility indicates, to determine whether they are at a minimum listed on the “List of Excluded

Individuals and Entities” maintained by the Office of the Inspector General for the Department of Health & Human Services, or otherwise have a criminal record.

Upon the Clinical Facility’s request, the College will have Students provide, as a condition of their participation in the Program, the release of evidence directly to the Clinical Facility or the College showing that a background check was performed and its results. If the background results are forwarded to the College, Students must sign the Background Consent Form, attached herein as Exhibit A.

In no event, however, will the College disseminate Students’ background check results of which it might become aware, including the fact that no record exists, in derogation of § 19.2-389(C) of the *Code of Virginia*. If a student does not have a satisfactory background check, the Clinical Facility may prevent him/her from participating in the Program.

- d. Obtain, or provide evidence of herein, comprehensive insurance coverage for Students and faculty in accordance with Virginia law. In particular, malpractice coverage shall be determined by § 8.01-581.15 of the *Code of Virginia*, as amended, which law provides limits to coverage that may change on an annual basis.
- e. Inform Students of the rules, regulations, policies and procedures of the Clinical Facility and require their conformance to such rules, regulations, policies and procedures as a condition of their participation in the clinical experience.
- f. Advise the Clinical Facility no less than two (2) weeks prior to the commencement of the clinical experiences of the number of Students who are scheduled to participate and the dates and hour each such student will be assigned to clinical experiences as determined by the Program curriculum and students’ class schedules.
- g. Provide the services of a faculty member of the Program, or other College liaison, who will:
 - (1) Plan, in conjunction with staff member(s) of the Clinical Facility the clinical experiences and patient care assignments which will fulfill the clinical requirements of the Program curriculum; and
 - (2) Meet with staff member(s) of the Clinical Facility to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences.
- h. Retain responsibility for the education of Students in and for the curriculum of the Program, its design, delivery, and quality.
- i. Maintain all educational records and reports relating to Student experiences.

3. The Clinical Facility's Responsibilities

The Clinical Facility agrees to:

- a. Provide supervised clinical experiences for Students which fulfill the curriculum requirements of the Program and meet the objectives agreed upon by the College and the Clinical Facility.
- b. Provide the College with a minimum of ninety (90) days written notice in the event it is unable to place Students.
- c. Provide Students and faculty with an orientation to the Clinical Facility, or orientation packets about the Clinical Facility, which will include training about the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Clinical Facility's confidentiality requirements.
- d. Provide Students with instruction regarding blood-borne pathogens, and how, when and why to report incidents.
- e. Require Students to sign confidentiality statements regarding the protection and confidentiality of patient medical records.
- f. Provide facilities for clinical experiences which include reasonable library, classroom, conference room and locker room space, and whenever possible, office and storage space.
- g. Provide the services of unit staff members who will:
 - (1) Assist the College's coordinating faculty members with the planning of clinical experiences and patient care assignments; and
 - (2) Meet with the College's coordination faculty members to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences.
- h. Plan, administer and retain responsibility for all aspects of the patient care program and provide for qualified supervision of all patient activities.
- i. Allow faculty members of the College access to the facilities of the Clinical Facility for the purposes of coordinating, observing and instructing Students.
- j. Provide, on forms furnished by the College or as otherwise approved by the College, an evaluation and report on the performance of each Student.

4. Responsibility of the College and the Clinical Facility

The College and the Clinical Facility agree that:

- a. The maximum number of Students participate in clinical experiences will be determined by the parties.
- b. The parties will advise one another of changes in supervision and instructing personnel, changes in applicable policies, changes in student enrollment, and changes in the availability of resources.
- c. Emergency treatment of Students for any injuries incurred during clinical activities must be covered through the Students' personal health insurance plan, or through their own resources. Personal health insurance coverage for the College's faculty and/or Students will not be the responsibility of the College and/or Clinical Facility.
- d. The Clinical Facility may at any time summarily relieve a student from a specific assignment, or request that a student or faculty member leave a patient care area for causes related to the quality of patient care.
- e. The Clinical Facility may require that any student be withdrawn from participation in the clinical experience provided that the Clinical Facility first consults with the College and gives specific reasons for the withdrawal, which reasons shall not be among those prohibited under "f" below.
- f. Neither party shall unlawfully discriminate against any student on the basis of race, religion, sex, creed, age, national origin or disability.
- g. Students are volunteers at the Clinical Facility and not employees of either party during their clinical experience.
- h. The parties are independent contractors in relation to one another and neither party is authorized or permitted to act as an agent or employee of the other.

5. Governing Law

This agreement is made in Norfolk, Virginia, and shall be governed by the laws of the Commonwealth of Virginia.

6. Length of Agreement

This Agreement commences on _____ and is in effect for one (1) year with automatic renewals for subsequent one (1) year terms. It shall be reviewed each year by the parties, and it may be terminated by either party in writing and delivered by certified mail at least ninety (90) days prior to the date of termination for that year.

Should notice of termination be given by either party to this Agreement, Students currently assigned to the Clinical Facility by the College shall be permitted to complete any clinical internship assignment which is in progress at the Clinical Facility.

Termination of this Agreement may be affected by either party at the addresses of correspondence given below:

Notice of termination to the Clinical Facility shall be directed to:

Notice of termination to the College shall be directed to:

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the day, month, and year as written above:

Clinical Facility Name

By: _____
Authorized Officer

Authorized Officer's Printed Name

Date: _____

TIDEWATER COMMUNITY COLLEGE

By: _____

Name: Phyllis F. Milloy
Title: Vice President for Finance

Date: _____

EXHIBIT A

**TIDEWATER COMMUNITY COLLEGE
Background Consent Form**

Last Name

First Name

Middle Initial

Maiden or other name(s) used in any and all other records of birth or records of residence.

Address

Apt. or #

City

State

Zip

Date of Birth

E-mail Address

I, _____ have been advised that prior to admission into the program, I will submit to a criminal history/sex offender background check performed by a third party clearinghouse. I hereby authorize the College to receive any criminal history information pertaining to me which may be in the files of any state or local criminal justice agency in Virginia. I hereby give my consent for information obtained in this background check to be used in making Program admission decisions. If the background check is returned with anything other than no records found, it may result in the denial of admission into the Program. I also understand that to reverse this decision, I must submit an approved background check from a third party clearinghouse. I understand that due to length of time to have an approved background check returned, my admission into the Program may be delayed.

I acknowledge that I have read and fully understand this document. I hereby certify that all information provided in this consent form is true, correct, and complete. If any information proves to be incorrect or incomplete, I understand that grounds for denial of admission into the Program, denial of participation in early field experiences, or removal from the Program will exist.

_____ (*Initial*) I represent that I am 18 years of age or older and legally capable of entering into this agreement.

Name (Print) _____

Signature _____

Date _____