

*Electronic version of this document is available upon request.
Please contact Denise at d-brecheisen@bethel.edu or 651-638-6746*

**AGREEMENT BETWEEN
BETHEL UNIVERSITY PHYSICIAN ASSISTANT PROGRAM
AND**

.....

Bethel University (referred to hereafter as “University”) and ***** (referred to hereafter as “Agency”), mutually agree to the following guidelines for the provision of clinical experiences for the University’s physician assistant students (hereinafter “PA students”) as follows:

DURATION OF AGREEMENT

This Agreement shall be effective as of the date of final signature by all of the parties to the Agreement as indicated below in the signature block of this document. The duration of this Agreement shall be ongoing and indefinite until terminated or modified by the parties to the Agreement. Either party may terminate the Agreement at any time in its sole discretion upon sixty (60) days written notice to the other party, provided however, that if a termination date falls during a clinical experience in which PA students have been provided to the Agency, then the termination date shall be extended to the completion date of the clinical experiences underway at the date of the termination notice.

**JOINT RESPONSIBILITIES OF
THE UNIVERSITY AND THE AGENCY**

1. The University and the Agency agree to plan and work cooperatively towards the education of the University’s PA students and the high quality of care of the Agency’s patients according to the provisions of this Agreement. Representatives of each party shall engage in joint planning prior to each clinical experience and share all necessary information to ensure the clinical objectives of the program can be met.
2. The Agency and the University will mutually identify the facilities or programs to be used by students, as well as the hours of use, the numbers of students to be present, and the responsibilities of the respective parties, subject to the provisions of this Agreement.
3. The University and the Agency will provide at least annual evaluation of this clinical experience for each other, as well as ongoing informal evaluation to improve the program for the benefit of both parties.
4. Each party will identify a primary contact person to communicate with the other party concerning the day to day issues that may arise during the clinical experiences provided by this Agreement.

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5. The University and the Agency both specifically agree to abide by all applicable federal, state and local laws concerning nondiscrimination, including but not limited to, Title VII of the Civil Rights Act of 1964 and Minnesota Statutes Chapter 363A, the Minnesota Human Rights Act, all as amended.

UNIVERSITY RESPONSIBILITIES

The University will:

6. Select, orient, supervise and evaluate any students using the Agency for clinical education experiences pursuant to this Agreement.

7. Share the University's philosophy, course descriptions and clinical objectives with the Agency.

8. Develop a mutually agreeable schedule of clinical experience for the PA students with the Agency and maintain an instructor/student ratio mutually agreeable to both parties. University instructors will be available for consultation as needed and will make site visits on a rotating basis.

9. Comply with all policies and procedures of the Agency, including without limitation, health policies (including mantoux tests, reporting of infectious diseases and accidents, etc.), and all HIPAA regulations and guidelines as established by the Agency.

10. Maintain accreditation from an appropriate accrediting agency for physician assistant education.

11. Be responsible for the quality of care given by PA students to all patients or clients of the Agency.

12. Defend, indemnify and hold harmless the Agency, its officers and employees against any and all liability, loss, costs, damages and expenses which the Agency, its officers or employees may hereafter sustain, incur or be required to pay arising out of the acts or omissions of the University, its employees or students in performance of this Agreement.

13. Warrant the following with regard to insurance:

- That all faculty and students are insured for malpractice and general liability in the amount of at least \$3,000,000 per person and \$5,000,000 per occurrence and provide a Certificate of Insurance in favor of the Agency in said amounts upon request.
- That all faculty and students engaged in the program have necessary health insurance and agree that they are solely

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responsible for their own healthcare costs for accident or injury related to their clinical experience with the Agency.

- That the University provides workers' compensation insurance as required by Minnesota law for all employees; it is understood that the students and faculty engaged in this clinical experience are not employees of the Agency for any purpose.

RESPONSIBILITIES OF THE AGENCY

The Agency will:

14. Retain ultimate control and responsibility for all patient care and quality of care. The Agency's appropriate personnel retain full responsibility for the care of all patients of the Agency, whether or not they are assigned to students. The presence of students in the clinical program will not alter Agency staffing requirements.

15. The Agency will seek and maintain accreditation by the appropriate accrediting body for the clinical services provided by it to the public.

16. Assure access to learning experiences appropriate and adequate, as negotiated between the parties, to fulfill the educational objectives and requirements for the PA students.

17. Assign a preceptor to each individual PA student. The preceptor shall have primary responsibility for directing the day to day activities of the PA student(s) assigned to the preceptor. The preceptor will provide a written evaluation of the student(s) progress to the University as the parties deem appropriate.

18. Provide, on a space available basis, lockers, office space, and other facilities necessary for the appropriate implementation of the clinical experience for PA students which is the object of this Agreement.

19. Provide use of library and cafeteria facilities to the faculty and students, if available, on the same basis as for employees.

20. Provide the use of available clinical resources and facilities at no cost to the University, faculty or students, provided, however, that the Agency shall have no responsibility for the cost of meals, uniforms, housing, parking or other out-of-pocket expenses which may be incurred by faculty or PA students.

21. Defend, indemnify and hold harmless the University, its employees and students against any and all liability, loss, costs, damages and expenses which the University, its faculty or students may hereafter sustain, incur or be required to pay arising out of the acts or omissions of the Agency, its officers or employees in the performance of this Agreement.

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MISCELLANEOUS PROVISIONS

22. Firearms Prohibited. Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, agents or students of the University shall carry or possess a firearm on Agency premises or while acting on behalf of the University pursuant to the terms of this Agreement. Violation of this provision is grounds for immediate suspension or termination of this Agreement.

23. Data Privacy. To the extent required by law, all data collected, created, received, maintained or disseminated for any purposes by the activities of the University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended; the Minnesota Rules implementing such Act now in force or as adopted; and applicable Federal Regulations on data privacy, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) where it applies. The University agrees to abide by these statutes, rules and regulations, as they may be amended.

24. Merger and Modification. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all other agreements entered into between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

25. Amendments. Any amendments, alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by both parties.

26. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

In witness whereof, the parties have executed this Agreement as of the dates indicated below.

Bethel University:

Dated: _____

By: _____

Title: _____

(Agency)

Dated: _____

By: _____

Title: _____