#### Office of Clinical Education



1111 West 17th Street Tulsa, OKlahoma 74014-2705 P: 918-561-8208 F: 918-561-8411

http://www.healthsciences.edu/medicaleducation/clinical

### CLINICAL FACULTY AFFILIATION AGREEMENT

WHEREAS, Oklahoma State University Center for Health Sciences - College of

Osteopathic Medicine, hereinafter referred to as "College," and NAME & DEGREE, hereinafter

referred to as "Clinical Faculty," hereby form an affiliation for the development of teaching programs in health care.

### WITNESSETH:

WHEREAS, the parties named above are desirous of entering into this Agreement in order to set out their respective rights and duties hereunder; and,

WHEREAS, the goal of this Affiliation Agreement is to provide a learning experience for medical students which the parties feel is essential to the education of the students; and,

WHEREAS, College, by association with Clinical Faculty, will gain additional clinical facilities for teaching purposes and such affiliation will provide didactic resources to its medical students; and,

WHEREAS, it is the desire of Clinical Faculty and College to have teaching programs that are mutually coordinated and mutually beneficial; and,

WHEREAS, Clinical Faculty and College wish to operate in a close affiliation and maintain high standards in health care and education as outlined by the various accrediting bodies of all parties; and,

WHEREAS, it is the desire of all parties to use Clinical Faculty and,

WHEREAS, Clinical Faculty and College desire continuity of programs;

NOW, THEREFORE, the parties agree as follows:

- 1) College agrees to certify medical students of said College for clinical training at such reasonable times and in reasonable numbers as shall be mutually approved, providing professional and academic information (which shall be confidential in nature) about the assigned medical students as may be reasonably required by Clinical Faculty
- 2) All medical students who receive a portion of their education from Clinical Faculty will be directly supervised.
- 3) Medical students are not to be deemed employees of Clinical Faculty nor should they receive any compensation. Further, it is understood that the medical student will not be entitled to any employee benefits. The complete responsibility and control over the academic-related actions or non-actions of the medical students, performing hereunder, shall be with the College and the College's Clinical Faculty.
- 4) Clinical Faculty may request College to withdraw any medical student whose conduct or practice is not in accordance with the requisite standard of care and College agrees to review and honor all such legitimate requests. The College, furthermore, may withdraw any medical student whose progress, conduct, or performance in practice does not meet its standards for continuation of the program.
- 5) College faculty members may observe and evaluate said medical students, but shall not supervise them.
- 6) College may assist Clinical Faculty in rendering a service to the community; or in enlarging its scientific activities.
- 7) College retains exclusive power of appointment of its adjunct faculty. (see "Exhibit A" for College policies and procedures regarding adjunct faculty appointments).
- 8) Nothing in this Agreement shall be construed to limit the authority of the College over the education of its medical students, establishment of its curricula, or other operations and functions of the College, which remains the sole responsibility of the College.

- 9) All patients participating in the teaching program will be determined by Clinical Faculty. It is the responsibility of the Clinical Faculty to ensure that informed patient consent has been given by each individual patient participating in the teaching program.
- 10) Medical students serving clerkships with Clinical Faculty shall be responsibly involved in patient management and allowed to participate in patient care from admission to discharge and aftercare, subject to limitations provided by law and restrictions imposed by the Clinical Faculty. Clinical Faculty shall provide adequate facilities for medical students to make this program effective.
- 11) Medical students from the College assigned to Clinical Faculty shall be covered by professional liability insurance in accordance with the College or University's prevailing policies. College shall provide evidence of this coverage at the request of Clinical Faculty.
- 12) Clinical Faculty will maintain continual evaluation of the quality of patient care to ensure that it meets professional standards.
- 13) The Clinical Facility and said College recognize the legal requirements involved in the areas of civil rights and nondiscrimination. College, in compliance with Title VI and VII of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of the Education Amendments of 1972, Americans with Disabilities Act of 1990, and other federal and state laws and regulations, does not discriminate on the basis of ethnicity, race, color, national origin, gender, qualified disability, religion, sexual orientation, gender identity, veteran's status, genetic information, or age in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

4) Medical students from the College assigned to Clinical Faculty shall be covered by the high risk
exposure policy and procedures of the College (See "Exhibit B").
5) This Agreement shall be in effect the day and year hereinafter written and shall continue in full
force until July 1st and thereafter from year to year for up to a term of 48 months. Either party
may terminate this Agreement, without further cost or liability of any kind or nature, by
submitting written notice to the other, 90 days prior to the date that termination is required.
6) Other terms and conditions:

17) AUDIT CLAUSE: In accepting any contract with an agency of the State, 74 O.S.A. Section 85.41E requires the vendor (<u>FACULTY NAME</u>) must agree to this audit clause which provides that books, records, documents, accounting procedures, practices or any other items of the service provided relevant to the contract are subject to examination by the Agency (College) and the State Auditor and Inspector.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by				
their duly authorized officers, effective the	day of			
FACULTY NAME & DEGREE	OKLAHOMA STATE UNIVE CENTER FOR HEALTH SCI COLLEGE OF OSTEOPATH	ENCES		
By: Title: Clinical Faculty	By:  William J. Pettit, D.O.  Provost of OSU CHS Senior Associate Dean for Acade			
Date:	Date:			

This notarized sworn statement shall be attached to each contract for goods or services awarded through budget agencies subject to the governance of the Board of Regents for Oklahoma State University and the agricultural and Mechanical Colleges:

STATE O	OF OKLAHOMA)					
	)SS )					
AFFIDAVIT:						
		of lawful age, being first duly sworn,	, on oath says:			
1.	under the contract which is attached to	FACULTY NAME & DEGREE the control of this Affidavit, for the purpose of certs of value to government personnel in	tifying the			
2.		circumstances surrounding the making ached and has been personally and dire curement of said contract; and				
3.	paid, given, or donated or agreed to p	oject to the contractor's direction or con ay, give, or donate to any officer or en er thing of value, either directly or indi affidavit is attached.	nployee of the			
4.		I/SS#gency or any other State agency which all product required by the proposed con				
		(Name)				
		(Title)				
Subscribed and sworn to me before this the		day of	, 20			
		Notary Public				
(SEAL)		My Commission Expires:				

# PROFESSIONAL LIABILITY INSURANCE INFORMATION SHEET (PLEASE COMPLETE OR ATTACH COPY OF INSURANCE VERIFICATION)

Name (please print)			
· · · ·	(First)	(M.I.)	(Last)
Office Address			
Office Phone			
Residence Address			
Residence Phone			
Professional Liability Ins			
Financial Limits			
Type of Coverage:			Claims Made
			Occurrence
Date of Expiration			
	(Month)	(Day)	(Year)
	ges in this information		complete to the best of my knowledge, to the Oklahoma State University
Date		-	Signature
Date			Signature

## EXHIBIT A

## UNIFORM CLINICAL TRAINING FACILITY AFFILIATION AGREEMENT UNDERGRADUATE PROGRAMS

## **BETWEEN CLINICAL FACILITY NAME**

## <u>AND</u>

## OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES COLLEGE OF OSTEOPATHIC MEDICINE

Policy and Procedure: College of Osteopathic Medicine Adjunct Faculty – "Credentialing Process, Final Approval, and Review"

October 17, 2013
(Amended November 3, 2015)
(Dismissal Form Letter Added March 21, 2016)
(Amended for COM on May 3, 2016)

In the American Osteopathic Association Commission on Osteopathic College Accreditation Standards and Procedures dated July 1, 2013, Standard Four: Faculty 4.1; 4.1.2, the following is referenced: "The COM must have sufficient and appropriately trained faculty, supplemented by part time and adjunct faculty, at the COM to meet its mission and objectives." ... Guideline: The process should be consistent with the COM's established faculty academic credentialing or approval procedures and should include regular reviews based upon the COM's established methods of faculty evaluation."

Description of Adjunct Faculty:

Clinical Adjunct: These positions are comprised of physicians, osteopathic and allopathic, non-university employees that provide student medical education and clinical experience throughout the student's academic career with more emphasis during the 3rd and 4th clerkship years. These same physicians may also be directly involved in post graduate medical education within the Osteopathic Post-Doctoral Institute (OPTI) affiliated with our COM (Osteopathic Medical Education Consortium of Oklahoma – OMECO) as well as student education since many of the sites used for the students are also an osteopathic residency site.

Psychiatry and Behavioral Health Sciences Adjunct: These positions are comprised of physicians, osteopathic and allopathic, Ph.D., Psy.D., Ed.D., non-university employees that provide student medical education and clinical experience throughout the student's academic career with more emphasis during the 3rd and 4th clerkship years. These same professionals may also be directly involved in post graduate medical education within the Osteopathic Post-Doctoral Institute (OPTI) affiliated with our COM (Osteopathic Medical Education Consortium of Oklahoma – OMECO) as well as student education since many of the sites used for the students are also an osteopathic residency site.

**Rural Health Adjunct:** These positions may be comprised of physicians, osteopathic and allopathic, or other terminal degree non-university employees, such as, Ph.D., Ed.D., J.D., that provide student medical education, or clinical experience, throughout student's academic career and their post graduate training within OMECO or OSU COM sponsored programs. Note that the Department of Rural Health does not provide any directo patient care services.

### <u>Credentialing of Adjunct Clinical Faculty:</u>

The professional seeking adjunct status who is actively involved in student and/or resident education preferentially would request an adjunct appointment within Oklahoma State University College of Osteopathic Medicine (OSU

COM) through a request addressed to the office of the Senior Associate Dean for Academic Affairs, OSU COM, 1111 West 17th Street, Tulsa, Oklahoma 74107. In the request the following information must be included:

- An up to date curriculum vitae of the professional preferably with a picture attached including contact address and email address.
- Evidence of Board Certification in the clinical department.
- In the request letter indicate the setting in which he/she will be teaching; i.e., residency program, rural clinic rotation, community hospital, an elective, a selective, classroom, etc.

Upon receipt of the request, the documentation and letter will be forwarded to one of the following for appropriate **review and initiation\*** of the credentialing process:

#### **Clinical Medical Department, Chair or Section Chief:**

- Internal Medicine, Chair
  - o Includes medicine subspecialties other than cardiology
- Family Medicine, Chair
- Emergency Medicine, Chair
- Cardiology, Section Chief
- Obstetrics and Gynecology, Chair
  - o Includes obstetrics and gynecology subspecialties
- Surgery, Chair
  - Includes surgical subspecialties
- Pediatrics, Chair
  - o Includes pediatric subspecialties
- Radiology, Chair
  - o Includes radiology subspecialties
- Osteopathic Manipulative Medicine, Chair

## **Psychiatry and Behavioral Sciences:**

• Chair of the Department of Psychiatry and Behavioral Sciences

#### **Rural Health:**

• Section Chief of the Department of Rural Health

### Final Approval:

Clinical, Rural Health, and Behavioral Sciences: With the Departmental Chairman's approval, the completed documentation is forwarded (returned) to the Senior Associate Dean for Academic Affairs where final approval is given.

### Notification:

- Formal Certificate of Adjunct Appointment within the appropriate department.
- Notification of the requirement to annually update their curriculum vitae or submit a letter declaring there has been no change.
- Notification that annually the adjunct faculty will be reviewed to ascertain if the professional appointed continues to be productive in the education of students and/or residents.

NOTE: The Department Chair will institute a letter of recommendation directly to the Senior Associate Dean requesting final approval of an adjunct faculty that has already met with their approval as a request within their department. (See Attachment A)

NOTE: Within the Clinical and Behavioral Health Adjunct Faculty pathway OSU CHS has a program approved by the state of Oklahoma Medicaid program that may financially enhance the adjunct's reimbursement for clinical billing within Medicaid. ONLY APPROVED ACTIVE CLINICAL ADJUNCT FACULTY WILL BE CONSIDERED FOR THIS PROGRAM. AN APPROVAL AND DIRECTIVE TO OSU CHS CLINIC FINANCIAL SERVICES MUST COME FROM THE OFFICE OF THE SENIOR ASSOCIATE DEAN FOR ACADEMIC AFFAIRS PRIOR TO AUTHIORIZATION.

## Attachments:

Sample letter <u>A</u>: Requests directly from the Department Chair to the Senior Associate Dean or Associate Dean for Biomedical Sciences and Vice Provost of Graduate Studies.

Sample letter  $\underline{B}$ : From those positions indicated for review and initiation\* in the clinical and behavioral health pathways to the appropriate department chair.

William J. Pettit, D.O., M.A. Senior Associate Dean for Academic Affairs

### **EXHIBIT B**

## UNIFORM CLINICAL TRAINING FACILITY AFFILIATION AGREEMENT UNDERGRADUATE PROGRAMS

## **BETWEEN**

## **CLINICAL FACILITY NAME**

## **AND**

## OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES COLLEGE OF OSTEOPATHIC MEDICINE

#### **BLOOD BORNE PATHOGENS (BBP) EXPOSURE PROCEDURES**

(Please refer to the most recent OSHA and CDC guidelines for updated information.)

It is the policy of Oklahoma State University Center for Health Sciences (OSU-CHS) that all students having occupational exposure to blood or other potentially infectious materials will be offered the post-exposure evaluation and follow-up required by OSHA. Should an exposure incident occur, it must be immediately reported to the student's supervising physician, site administration, OSU Safety and the Office of Clinical Education at OSU-CHS.

It is the policy of the College to offer immediate medical evaluation and follow-up to all students who have an exposure incident. This service is provided at no charge to the student. All costs, at Medicare approved rates, for the student will be reimbursed by the College while the site will incur all costs for source patient testing and follow-up. All post-exposure evaluations and follow-ups must remain confidential.

If an exposure incident occurs, the student must identify the source patient, if known. The incident must be documented on the appropriate form located with this policy and be faxed to the Safety Officer at OSU-Health Care Center (OSU-HCC).

The source patient will be contacted for consent and appropriate testing should the HBV/HCV/HIV antibody status be unknown - the site will incur all costs for source patient testing and follow-up. Test results should be reported to Student Health Services at OSU-HCC within 48 hours. If the testing shows the source patient to be positive or if the patient refuses to be tested, refer to the following sections for guidelines.

## Post-exposure evaluation should include the following:

- 1. A blood sample will be drawn and tested as soon as feasible for HBV/HCV/HIV status (baseline HIV, Hepatitis panel ABC).
- 2. Counseling will be provided.
- 3. The student will be advised that they are entitled to a medical evaluation in addition to testing for HIV status.
- 4. If the initial test is seronegative for HIV, retesting will be offered through the OSU-HCC at 3, 6, and 12 months after the incident.

## Steps To Take In Case Of An Exposure Incident:

### Within the Tulsa Area

- 1. Provide immediate care to the exposure site (wash it); notify your supervisor and OSU Safety Office, (918)561-8391.
- 2. Have source blood drawn immediately at the exposure site, have the results forwarded to the OSU-Safety, fax (918)561-1261.
- 3. Have student blood drawn at OSU-HCC, 2345 Southwest Boulevard, Tulsa, OK 74107, (918)582-1980 if the incident occurs between 8am and 5pm M/F. Afterhours exposures will be sent to OSU Medical Center (OSUMC-ER) (918)599-5373. All follow-up testing will be at OSU-HCC.
- 4. If post exposure prophylaxis is required have the physician call Drug Warehouse, 6336 East 4<sup>th</sup> Place, Tulsa, OK 74112, (918)833-5180 and inform the clerk that this prescription is for an OSU Medical Student. Send the bill to OSU-Clinic Financial Services (OSU-CFS) Student Health, 2345 Southwest Boulevard, Tulsa, OK 74107, (918)561-5747fax

#### Outside the Tulsa Area

- . Provide immediate care to the exposure site (wash it); notify your supervisor and the OSU Safety Officer at (918)561-8391.
- 2. Have source blood drawn immediately at the exposure site, have the results forwarded to the OSU-Safety, fax (918)561-1261.
- 3. Student blood will be drawn based on the attending physician recommendations at the exposure site, have the results forwarded to the OSU Safety, fax (918)561-1261.
- 4. All follow-up testing will be conducted at the exposure site unless you are assigned to the Tulsa area when the next test is required.
- If post exposure prophylaxis is required have the physician call the nearest pharmacy and inform the clerk that this prescription is for an OSU Medical Student. Send bill to OSU CFS, 2345 Southwest Boulevard, Tulsa, OK 74107, fax (918)561-5747

#### Contacts:

Matt Sharpe, Safety Officer	(918) 561-8391	(918)830-1367 cell	(918)561-1261 fax
Health Care Clinic	(918) 582-1980		
OSU Clinical Education	(918) 561-1232	(800) 799-1972	

OSU Clinical Financial Services (918) 561-5747 fax