a **PACE UNIVERSITY-LENOX HILL HOSPITAL**

# PHYSICIAN ASSISTANT PROGRAM

**CLINICAL SITE AFFILIATION AGREEMENT**

AGREEMENT made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_ by and between Pace University, One Pace Plaza, New York, New York 10038 (“Pace”), Lenox Hill Hospital, 100 East 77th Street, New York, New York 10021 (“LHH”) and [[ Name (Primary Second Party) ]] (“Clinical Education Site”).

Whereas, Pace and LHH have established the Pace University – Lenox Hill Hospital Physician Assistant Program (the “Pace-LHH Program” or the “Program”), a 26 months long Physician Assistant Program leading to a Master of Science Degree; and

Whereas, it is the intention of Pace, LHH and the Clinical Education Site to cooperate in the education of Physician Assistant students enrolled in the Pace-LHH Program;

Wherefore, the parties agree as follows:

1. The Clinical Education Site, Pace and LHH shall be affiliated for the purpose of conducting clinical clerkships for Physician Assistant Students, enrolled in the Program.
2. The Clinical Education Site shall:
3. Provide clinical clerkships for Pace-LHH Program students consisting of at least 45 hours per week for 5 weeks, during which each participating student will be under the direct supervision of clinical professionals (MD/DO/PA-C/CRNP) provided by the Clinical Education Site. The supervising clinical professionals provided by the Clinical Education Site, shall be responsible for the planned learning experiences and completion of evaluation reports for each assigned student. These reports for each student are to be returned to Pace for final credit evaluation after the student has completed his/her clinical clerkship.

B. Make available space and facilities for clinical instruction, conferences, cafeteria and locker facilities necessary for the conduct of the clinical educational program.

C. Provide orientation to participating students and the Pace-LHH Program representatives relative to its facilities, and its rules, regulations and procedures, including with respect to its Bloodborne Pathogen Exposure Control plan.

D. Provide emergency health care to students who may become ill or who may be injured while at the Clinical Education Site. Students will provide their own health care except in emergencies.

E. Retain full responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Clinical Education Site and/or the direct or indirect care of clients.

3. The Pace-LHH Program shall:

A. Have full responsibility (allocated between Pace and LHH as provided in the Pace-LHH Affiliation Agreement) for planning and execution of the Program, including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, evaluation of credit for clinical experiences, promotion and graduation.

B. Have responsibility for planning the schedule of student experiences and for making individual assignments. Program representatives will notify the Clinical Education Site in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and type of experience. This schedule shall require approval by the Clinical Education Site.

C. Provide orientation to the Program for the Clinical Education Site staff.

D. Direct students to comply with the rules and regulations of the Clinical Education Site, of which the Clinical Education Site has advised Pace and LHH in writing, insofar as they may pertain to the activities of students while in the Clinical Education Site.

E. Direct students to respect the confidential nature of all medical or personnel information relating to the Clinical Education Site.

F. Maintain all records and reports on students' clinical experience.

1. Ensure that students have professional liability insurance in effect, either individually or pursuant to a group policy provided by Pace, in an amount of no less than $1/3 million. A certificate evidencing such coverage shall be provided to the Clinical Education Site upon request.
2. Ensure that students have had a health clearance prior to the start of the educational experience in form acceptable to the Clinical Education Site.

I. Provide, upon request of the Clinical Education Site, documentation that each participating student has received comprehensive infection control training and education, education related to tuberculosis control and testing, as well as training regarding OSHA Blood Borne Pathogen regulations.

J. Withdraw any student from the clinical area when the student is unacceptable to the Clinical Education Site for reasons of health, unacceptable practices or performance. In addition, The Pace-LHH Program has the right to remove any students(s) from the Clinical Education Site if the Clinical Education Site is in breach of its obligations or if the Pace-LHH Program deems the Clinical Education Site unsafe or otherwise unfit for any such students(s).

Except in emergencies, any student problems shall be discussed by supervisory representatives of the Pace-LHH Program and the Clinical Education Site, prior to the withdrawal of Program students from the Clinical Education Site.

4. A student must be formally registered at Pace during the period of training at the Clinical Education Site in order to be considered a Program degree candidate.

1. Participating students are solely responsible for the purchase of books, uniforms, and other personal supplies required for participation in directed clinical practice assignments.
2. Except as set forth in Section 7, Students and representatives of Pace and LHH shall in no event become or be considered employees or agents of the Clinical Education Site, nor shall students be used as replacements for employees. Staff of the Clinical Education Site shall in no event become or be considered employees or agents of Pace, LHH or the Pace-LHH Program.
3. Pace shall advise Students of their obligation to comply with Clinical Education Site policies and procedures and with all applicable federal, state, and local laws and regulations, including regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) regarding individually identifiable health information and New York State laws governing the release of information related to HIV/AIDS, mental health treatment, genetic testing, and alcohol or drug treatment. Solely for purposes of HIPAA, Students shall be considered members of the Clinical Education Site’s workforce (as that term is defined by HIPAA) when engaged in clinical learning experiences at the Clinical Education Site. All information and records relating to patients at the Clinical Education Site are and shall remain the property of the Clinical Education Site.. The parties shall reasonably cooperate in ensuring appropriate access to such records by Pace and Students to the extent permitted by law and as required to fulfill the purposes of this Agreement. Pace shall ensure that each Student has received instruction on the Occupational Safety and Health Administration Bloodborne Pathogens regulations prior to commencing their clinical learning experience at the Clinical Education Site..
4. Each party to this Agreement agrees to indemnify and hold the other parties harmless from and against all claims arising from the negligent or willful wrongful acts of the students, employees, agents and contractors of the indemnifying party. Each party agrees to cooperate with each other in connection with any internal investigations by Pace or the Clinical Education Site of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of the Clinical Education Site’s employees or subcontractors or participate in any Union grievance or other proceedings relative to the Clinical Education Site’s employees or subcontractors except as a fact witness.
5. All parties hereto agree to comply with all Federal, State and local laws and requirements of pertinent accrediting agencies.
6. This Agreement covers the period [[ Start Date ]] through [[ End Date ]], and shall be deemed automatically renewed on an annual basis thereafter upon the same terms and conditions unless terminated by any party hereto upon at least sixty (60) days written notice. In the event of termination, students enrolled shall not be prejudiced with respect to completion of their clinical clerkship.
7. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of all parties hereto.
8. All notices or communications required or permitted to be given under this

Agreement shall be in writing and hand delivered or mailed by certified or registered mail (such notice being deemed given when mailed) to the following:

If to Lenox Hill Hospital:

Executive Director

Lenox Hill Hospital

100 East 77th Street

New York, NY 10075

If to Pace University:

Susan Cappelmann

Director -Pace University – Lenox Hill Hospital

Department of Physician Assistant Studies

College of Health Professions

163 William St., Rm 520

New York, NY 10038

with simultaneous copies (which copies do not constitute notice) to:

Joseph A. Capparelli

Vice President for Finance

Pace University

100 Summit Lake Drive

Valhalla, NY 10595

-and-

Alexis M. Sandler

Vice President and General Counsel

Pace University

One Pace Plaza

New York, New York 10038

If to Clinical Education Site:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Clinical Education Site

By:

PACE UNIVERSITY

By:

LENOX HILL HOSPITAL

By: