

**STATE OF SOUTH CAROLINA)**

**AFFILIATION AGREEMENT**

**COUNTY OF RICHLAND)**

**THIS AFFILIATION AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the University of South Carolina College of Pharmacy (hereinafter “College”); and \_\_\_\_\_ located in \_\_\_\_\_ (hereinafter “Facility”).

**WITNESSETH:**

**WHEREAS**, the College wishes to provide practical experiences for students in the Doctor of Pharmacy Program, (hereinafter “Program”); and

**WHEREAS**, the Facility is willing to provide such experiences;

**NOW THEREFORE**, in contemplation of the relationship to be established between the parties and in consideration of mutual covenants contained herein, the parties mutually agree as follows:

**1. DUTIES OF THE COLLEGE**

- 1.1. Assume responsibility for assuring continuing compliance with the educational standards of the appropriate accreditation bodies.
- 1.2. Communicate with the Facility, through its Faculty Coordinator, on all items pertinent to the Program.
- 1.3. Notify the Facility, through the Faculty Coordinator, of the planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of practical experience.
- 1.4. Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Facility.
- 1.5. Inform the student of any special requirements of the Facility for acceptance.
- 1.6. Support rules and regulations governing students that are mutually agreed upon by the College and the Facility.

1.7. Professional Liability Insurance, Workers' Compensation, and Health Insurance:

The tort liability of the College for each assigned student is subject to the limitation upon liability and damages contained in the South Carolina Tort Claims Act in the following amounts: Three Hundred Thousand (\$300,000.00) Dollars per person and Six Hundred Thousand (\$600,000.00) Dollars per occurrence. The College shall maintain liability insurance in these amounts with the South Carolina Insurance Reserve Fund. The Facility must be notified of any cancellation of such insurance or change in coverage at least thirty (30) days prior to such cancellation or change.

The College shall require individual students to maintain additional professional liability insurance in the amount of One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars annual aggregate. The Facility must be notified of any cancellation of such insurance or change in coverage at least thirty (30) days prior to such cancellation or change.

The Facility and College shall review documentation and/or results of criminal background checks for students seeking to participate in practical experiences to determine whether a student can be placed at the Facility.

A student of the College shall not be considered an employee of the Facility. However, students who have to participate in work study for their degree are covered under South Carolina's Workers' Compensation law (SC Code of Laws, Ann. §42-760), and the College will obtain workers compensation insurance coverage through the South Carolina State Accident Fund for students participating in practical experiences.

The College will assure that health insurance will be maintained for or by each assigned student.

- 1.8. The College will make the student aware of the confidentiality of the Facility's records and the confidentiality of its patients.
- 1.9. Section 1.7 does not apply to outside activities of the individual when those activities are not a part of the curriculum of the College.

## **2. DUTIES OF THE FACILITY**

- 2.1. Maintain standards for appropriate health care services which are conducive to sound educational experiences for students participating in the program.
- 2.2. Designate a staff member who will be responsible for the practical experience.
- 2.3. Agree that preceptors will participate in preceptor training provided by the College at a time and place convenient to the preceptor.
- 2.4. Insofar as possible, make available to the faculty and student appropriate records and equipment to accomplish the practical experience and make provisions for personal belongings.

- 2.5. Assist in orientation of faculty and students to the physical facilities, policies, and procedures of the Facility.
- 2.6. Provide limited emergency medical care in the event of an accident during the practical experience. The financial obligation of these services will be the responsibility of the student.
- 2.7. Notify the College of the number of students the Facility can accommodate during a given period of time.
- 2.8. Evaluate the performance of assigned students on a regular basis using evaluation forms which are supplied by the College or are acceptable to the College.
- 2.9. Advise the College at mutually agreeable intervals, of any serious deficits noted in the ability of the assigned students to progress toward achievement of stated objectives of the practical experience, and to assist the College and the student in attempting to correct these deficiencies.
- 2.10. The Facility will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Facility and/or the direct and indirect care of patients.
- 2.11. The Facility agrees to keep all student records confidential to comply with federal law.
- 2.12. The Facility agrees to maintain the proper licensure for operation in the state which issued the licenses. Probation or suspension of these operational licenses will be grounds for revocation of this agreement.

### **3. MUTUAL DUTIES OF THE COLLEGE AND THE FACILITY**

- 3.1. If requested by the College and agreed to by the Facility, establish the educational objectives for the practical experience, devise methods for their implementation, and continually evaluate the effectiveness of the practical experience; if not so requested, this shall remain the duty of the College.
- 3.2. If mutually agreeable, schedule at least one (1) joint conference a year to discuss progress of the Program and changes and/or revisions desired in the agreement.
- 3.3. Agree that there shall be no unlawful discrimination in the Program based upon race, color, ancestry, religion, sex, age, handicap, or veteran status.

#### **4. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION GOVERNING STUDENT EXPOSURE TO BLOODBORNE PATHOGENS IN THE WORKPLACE**

- 4.1. Information and Training – The College shall be responsible for compliance with the regulations governing exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (hereinafter “Regulations”). This responsibility includes but is not limited to providing all students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
- 4.2. Protective Equipment – The Facility shall be responsible for providing students under the Agreement the personal protective equipment which is necessary to comply with the Regulations.
- 4.3. Records – The College shall be responsible for the maintenance of all student records as required under the Regulations. The College shall make all records regarding its compliance responsibilities hereunder available to the Facility as required by law or upon the Facility’s reasonable request.

#### **5. HIPAA REQUIREMENTS**

College agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (hereinafter “HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (hereinafter “Federal Privacy Regulations”), and the federal standard for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” College agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. College will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

College does not anticipate any disclosure of PHI to College or to College Faculty members as a result of this clinical affiliation agreement. Students of the College in clinical training pursuant to this agreement are members of Facility’s workforce for HIPAA purposes within the definition of “health care operations” and may have access to patient medical 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 Facility and does not establish an employment relationship.

## **6. DUTIES OF THE STUDENT(S)**

6.1. The student(s) shall be required to provide proof of the following prior to the beginning of the clinical experience:

- 6.1.1. MMR (Measles, Mumps, Rubella): two live vaccines (month, day, year - signed by a healthcare provider) (both vaccines after 12/31/67 and age of 12 months. If born before 1957, one live vaccine or titer after 1967) or Positive Measles, Mumps, Rubella IgG titers. A copy of the actual lab report is required.
- 6.1.2. Varicella (chicken pox): student must provide proof of one of the following: Positive Varicella IgG titer (copy of lab report required) or two (2) varicella vaccines (month, day, year - signed by a healthcare provider).
- 6.1.3. Tetanus/Diphtheria/Pertussis vaccine within the past ten (10) years. (month, day, year - signed by a healthcare provider).
- 6.1.4. Intradermal TB skin test: two (2) non-reactive or intermediate within three months of SCCP enrollment, then annually until graduation. A tine test is not acceptable.
- 6.1.5. Hepatitis B – Positive Hepatitis B Antibody Titer - A copy of the actual lab report is required.
- 6.1.6. Influenza vaccination: annually until graduation (month, day, year - signed by a healthcare provider).
- 6.1.7. Proof of health insurance. Must provide a copy of insurance card.

6.2. The student(s) shall be required to provide proof of the following if requested by Facility:

- 6.2.1. Drug screen from an accredited laboratory.

## **7. TERMINATION**

7.1. The term of this agreement is for the following period commencing on

\_\_\_\_\_, \_\_\_\_\_, and terminating automatically on

\_\_\_\_\_, \_\_\_\_\_, unless sooner terminated as provided herein.

7.2. Further, this contract may be terminated by either party at any time upon not less than ninety (90) days written notice to the other; provided, however, no such termination shall effect an academic semester which is in progress.

**8. ACCEPTANCE OF THE AGREEMENT**

This agreement shall not be considered accepted, approved or otherwise effective until the statutorily or administratively required approvals and certification, if any, have been given.

**9. MODIFICATIONS**

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto by personal delivery, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to College: Office of Experiential Education  
University of South Carolina College of Pharmacy  
715 Sumter St  
Columbia, SC 29208

If to Facility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. REPRESENTATIVES AUTHORITY TO CONTRACT**

By signing this document, the representative of the Facility and the College hereby represent that they are duly authorized to execute this document on behalf of the Facility and the College, respectively, and that the Facility and the College agree to be bound by the provisions thereof.

**IN TESTIMONY WHEREOF**, the hands and seals of the parties are affixed hereto:

**FACILITY**

**UNIVERSITY OF SOUTH CAROLINA  
COLLEGE OF PHARMACY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Stephen J. Cutler, Ph.D.

Title: \_\_\_\_\_

Title: College of Pharmacy, Dean

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Board of Trustees, Secretary

Date: \_\_\_\_\_