

LAW & ORDER: DEVELOPING RELATIONSHIPS & CONTRACTS FOR EXPANDED

PRACTICA

Gail Whitelaw

Ohio State University

Cheryl Messick

University of Pittsburgh

Session Objectives

- Describe steps for developing relationships in preparation for contractual arrangements
- Define the rationale & process for contracts
- Define components necessary in contract process
- Consider responsibilities of each party in contract development

The benefits: Why Expand Practica Options?

- Better prepare students for “entry level” service delivery positions
- Increase diversity in Clinical Education
- Contribute to and meet the needs of the community
- Develop partnerships which are mutually beneficial

Broad Categories of Contracts

1. Non-Financially Binding

Primary goal of contract:

- Define liability parameters
- Define responsibilities & contributions of the parties involved

EXAMPLES:

- Affiliation contracts allowing students to be placed at a site
- Faculty member use of lab or equipment

2. Financially Binding

Goals of contract:

- Definition of roles & responsibilities
- Define liability
- Financial arrangements
 - Agreed upon fees
 - Schedules & methods of payment

EXAMPLES:

- Contract to be a service provider
- Contract for employee exchange
- Paid externship positions

Contractual Relationships Evolve from:

- Shared Needs & Benefits
- Shared values
- Long term relationships
- Leadership: vision and creativity
- Flexibility in systems
- Changes in the “environment”

STEPS IN BUILDING RELATIONSHIPS (Pre-Contractual)

- Acknowledgement of respect & value between the two parties
 - Communication with ID of intersecting interests & needs
3. Conceptualization of possible joint project
 4. Involvement of upper administration
 - Support for relationship/project
 - Pathways of communication defined

5. Formalization of proposal in writing

- Details defined & agreed upon
- Negotiations made for “success” by both parties
- Upper management approval

6. Legal contract developed & signed

Example: University of Pittsburgh and Veterans Administration Medical Center

- Long term relationship of respect & value:
 - VA staff teach courses
 - Shared research projects by Pitt faculty & VA staff
 - Student trainees (M.A. & Ph.D.)
- Shared needs
 - VA: budgetary constraints on hiring
 - Pitt: sites for student clinician in first year & clinical faculty expansion
- Shared Positions
 - 5/8 VA & 3/8 Pitt
 - Ph.D. level clinical staff/faculty member
 - First year clinical education training in VA sites (acute care & skilled nursing facility)

Creativity in Contractual Relationships

- Contract for services: faculty provide services with students
 - Early Intervention site
 - Center for Assistive Technology (placement for audiology)
- Faculty work in agencies to supplement current SLP/Aud staff: *administrative positions; clinical services*
- Incorporation of community staff as clinical instructors in community agencies : *public school; skilled nursing facility; Children’s Hospital*

Purposes of Contracts related to Practica/Preceptor Placement

- Define expectations on the part of each party
- Define responsibilities (financial, performance, logistical, etc.)
- Who is responsible for paying for requirements of the site, such as immunizations, physicals, fingerprinting, etc.
- Determining parameters for funding
- Paid preceptorship (particularly if student's funding is received/disbursed by the University)
- Payment for contracted services through the University/University Clinic

Some critical aspects:

- University legal counsel needs to UNDERSTAND the nature of clinical education
- Putting more than one attorney in a room will result in many iterations of legalese (e.g. University legal and legal for the site may view issues and approaches differently)
- TIME to move the contract through the process
- Students need to know and comprehend the parameters of the contract/affiliation agreement and the consequences for violation of the contract
- Introduce this information during student orientation/professional issues course

Components of contracts/Affiliation agreements

Introduction of the parties

- When the contract is effective and the "parties"
- This Agreement entered into this XXX, is by and between XXX University, Department of Speech and Hearing Science (hereinafter referred to as "XXX") and YYYY, Address

Defining the parties

- WHEREAS, YYY is a health institution interested in participating in research and education to supplement their Audiology program and believes its program will be enriched by affiliation with XXX;
- WHEREAS, XXX is responsible for the educational program of students of the Department of Speech and Hearing Science and desires to provide practicum experiences for graduate/AuD level students and believes it can complement its own facilities and enrich its educational program through affiliation with YYY

Provisions for the University

- Selection of students and assignment, along with understanding of the work schedule.
- Non-discrimination clause.
- Addressing differences in schedules between University and practica site.
EXPECTATIONS on the part of all parties.
- Autonomy of site as an independent institution.
- Assure that the primary mission for the student is the educational experience, becoming an issue in 4th year AuD clinical education.
- Requirements the University should ensure professional liability insurance, immunizations, etc.

Provisions for the Site

- Will accept students placed
- Provide patients, the physical facilities, supplies, and the equipment, which is mutually agreed to for the management of the clinical experience.
- Request XXX to withdraw a student from the experience assignment when his/her behavior is disruptive or detrimental to the facility or patients.
- Complete necessary forms (e.g. student evaluation).

- Provide emergency medical care for student if injured in the course of clinical education.
- A hold harmless clause: be further responsible for any injury to a student which may occur as a result of this affiliation, unless such injury was caused by the negligence or willful misconduct of YYY, its employees, or agents.
- Maintain responsibility for the supervision of the professional, clinical, and administrative services related to patient care.
- Provide necessary orientation, policies and procedures deemed essential to the conduct of the clinical experience.
- Provide the necessary supervision

Provisions for the Student

- Provide own transportation and other personal other personal expenses.
- Identify themselves as a “student”—for example, by name badge from the University—this will vary based on site.
- Be responsible for compliance with the administrative and clinical policies of site.
- Keep confidential and medical information entrusted to them by the patient and is subject to the provisions of the Federal Privacy Act and HIPAA.
- Use the information gained from any conferences and discussions about or with patients only for the purpose of maintaining or administering better patient care.

General Provisions

- Terms for termination
- How modifications in the contract will be made
- Term of the contract (e.g., one year, indefinite, etc.)
- Contacts for each party
- Signatures by responsible parties

Other types of contracts

- Services provided to schools, hospitals, etc.
- Contracts that provide for funding students in clinical sites
- Contracts that address technical specifications for students

KEYS TO SUCCESS

- Clear delineation of administrative interaction
- Communication pathways defined & used frequently
- Formal & informal touch points
- “Tweaking” as needs/options change
- Commitment to the missions of both parties & professionalism
- Patience in early steps (slow process)

APPENDIX

AFFILIATION AGREEMENT

This Agreement entered into this xxxx, is by and between XXX, Department of Speech and Hearing Science (hereinafter referred to as “XXX”) and YYY, Address.

WHEREAS, YYY is a health institution interested in participating in research and education to supplement their Audiology program and believes its program will be enriched by affiliation with XXX;

WHEREAS, XXX is responsible for the educational program of students of the Department of Speech and Hearing Science and desires to provide practicum experiences for graduate level/AuD students and believes it can complement its own facilities and enrich its educational program through affiliation with YYY;

NOW THEREFORE; YYY and XXX agree to the following provisions:

1. XXX shall:
 - a. Be responsible for the educational program of students assigned to YYY and for selection and assignment of students to be assigned to YYY in accordance with agreed-to schedules and work assignments.
 - b. Provide evidence that it does not and will not discriminate against any registrant in the course of study because of race, religion, color, sex, sexual orientation, national origin, handicap, disability, age or Vietnam-era veteran status.
 - c. Notify YYY well in advance of all XXX holidays and vacations and other periods during which there will be no students assigned to YYY
 - d. Observe the autonomy of YYY as an independent institution.
 - e. Assure that the primary mission for the student is the educational experience.
 - f. Ensure that the students assigned to YYY will have professional liability insurance coverage. (or other types of requirements—immunizations, etc.)
2. YYY shall:

- a. Accept all students and residents referred by XXX for clinic experience, without regard to race, religion, color, sex, sexual orientation, national origin, handicap, disability, age or Vietnam-era veteran status.
 - b. Provide patients the physical facilities, supplies, and the equipment, which is mutually agreed to for the management of the clinical experience.
 - c. Request XXX to withdraw a student from the experience assignment when his/her behavior is disruptive or detrimental to YYY and/or patients.
 - d. Complete forms requested by XXX, such as student evaluation reports, etc.
 - e. Provide emergency medical care to the extent of YYY capabilities, to any student for any injury sustained in the course of the training experience. The YYY shall not be further responsible for any injury to a student which may occur as a result of this affiliation, unless such injury was caused by the negligence or willful misconduct of YYY, its employees, or agents.
 - f. Maintain responsibility for the supervision of the professional, clinical, and administrative services related to patient care within YYY.
 - g. Provide necessary orientation, policies and procedures deemed essential to the conduct of the clinical experience.
 - h. Provide the necessary amount of supervision (for example--as prescribed by the Council on Academic Accreditation (CAA) of the American Speech-Language Hearing Association (ASHA).)
3. STUDENT shall:
- a. Be responsible for providing his/her own transportation to and from and other personal expenses.
 - b. Wear an identification badge that identifies the individual by name, the fact that he/she is a student and the institution with which he/she is affiliated.
 - c. Be responsible for compliance with the administrative and clinical policies of YYY

- d. Keep confidential and medical information entrusted to them by the patient and is subject to the provisions of the Federal Privacy Act and HIPAA.
 - e. Use the information gained from any conferences and discussions about or with patients only for the purpose of maintaining or administering better patient care.
4. MUTUAL RESPONSIBILITIES:
- a. The number of students assigned will be subject to the availability of patients and enrollment levels at XXX.
 - b. The rules and regulations of YYY shall be applicable to the assigned student(s).
 - c. Acceptable schedules and work assignments are to be developed that will not interfere with the primary mission of YYY
 - d. An annual review of the program and related policies will be conducted and mutually agreed to by both parties.
5. GENERAL PROVISIONS:
- a. This agreement may be terminated by either party upon written notice to the other party, one month in advance of the next training experience.
 - b. It is understood and agreed that the parties hereto may revise or modify this agreement by written amendments whenever mutually agreed upon.
 - c. The term of the agreement shall be one year, and is automatically renewed each year, unless terminated under 5-a above.
 - d. The Liaison Representative for YYY shall be:
The Liaison Representative of XXX shall be:
 - e. This agreement shall be construed in accordance with the laws of the state of xxx. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the state of xxx.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this agreement as of the date first appearing above.

THE XXX UNIVERSITY

YYY

Name and Title of responsible party

Name

Department of Speech and Hearing Science

Title

University representative