

Touro University Agreement for Clinical Experience Participation

This Agreement is entered into this upon signature by and between **Touro University California (TUC)** (referred to herein as "UNIVERSITY") located at 1310 Club Drive Vallejo CA 94592, and **the County of Tulare, by and through the Tulare County Health and Human Services Agency (PROVIDER)**, located at 520 E. Tulare Ave., Visalia, CA 93292 ("PROVIDER") (both UNIVERSITY and PROVIDER sometimes referred to herein individually as "Party" or collectively as "Parties").

Every notice required or contemplated by this Agreement by any Party may be delivered in person, by courier, fax email, express, certified or registered mail, addressed to the Party for whom it is intended, at the address specified below. Any Party may change its address by giving notice to the other Parties of the change.

Communication regarding this agreement shall be made to the Parties as follows:

To TUC:

Touro University California
1310 Club Drive
Vallejo, CA 94592

Attention: Jennifer Pimentel, MAEd

To PROVIDER:

County of Tulare
Health & Human Services Agency
520 E. Tulare Ave.
Visalia, CA 93292

Attention: Contracts Unit

UNIVERSITY wishes to participate with PROVIDER in providing a clinical experience to its medical Students to increase familiarity with primary care/specialty rotations and assess as a future career choice and to increase clinical competency through observation and hands on experience (the "Clinical Experience").

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Students. The Clinical Experience to be provided by PROVIDER for UNIVERSITY student(s) will be confirmed in writing, executed by TUC as designated in the "Letter of Good Standing for the Clinical Experience Student." The Students provided by UNIVERSITY are enrolled in the Clinical Experience Participation Program for educational purposes only, and are not considered employees or agents of PROVIDER or UNIVERSITY for any purpose, including, but not limited to, compensation for services, and welfare and pension benefits. Students will participate in the Clinical Experience Participation Program in exchange for course credit and/or externship hours, with the understanding that participation in the Program is not a guarantee of employment with the PROVIDER and does not confer any employment rights to the Students.

2. Placement and Qualifications. The Parties must agree to the Students' participation and either Party may remove any Student from the Clinical Experience program based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of the PROVIDER, UNIVERSITY or the Clinical Experience program.

3. Administration, Coordination and Facilities. The PROVIDER shall provide an appropriate framework for the management and supervision of the Student and shall provide a staff member whose responsibility is to assist in the coordination and scheduling of the Clinical Experience program and who shall assist UNIVERSITY in performance evaluations of

the Student. The PROVIDER shall make available to the Student sufficient and adequate facilities for the program. To carry out the programs covered by this Agreement, the responsibility for selecting and designating competent personnel including program coordinators and staff will be assumed by the PROVIDER.

The PROVIDER shall be responsible for the supervision of Student while student is engaged in the program and on site at PROVIDER location. The immediate and direct supervision of all Students assigned to the PROVIDER and the various health and educational programs it operates is the responsibility of the PROVIDER and its professional staff. A responsible licensed physician, or other certified or licensed clinician or professional, shall be present when care is rendered at any time a Student is providing patient care or services in any form. The responsible licensed physician, or other certified or licensed clinicians or professionals, will review and authorize all such care and services performed by Students. Acceptable schedules and training assignments for the Student will be developed jointly to ensure non-interference with the primary mission of the PROVIDER. PROVIDER agrees to notify its staff of the obligations covered by and agreed to in this Agreement.

4. Liability Insurance.

a. UNIVERSITY acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability for each student participating in the program during the full period of any clinical experience with PROVIDER. Professional Liability Insurance shall be in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate and general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM best. UNIVERSITY shall provide to PROVIDER evidence of professional liability insurance for each student participating in the program. Professional liability coverage provided by the University does not cover nor defend for malpractice events outside the United States.

b. Students participating in the program are not employees of PROVIDER and are not entitled to workers' compensation insurance from PROVIDER. UNIVERSITY agrees to provide Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$500,000 per accident for bodily injury or disease. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the PROVIDER for recovery of damages to the extent these damages are covered by workers' compensation and employer's liability.

c. PROVIDER shall at all times maintain in full force and effect throughout the term of this Agreement: professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and, workers' compensation insurance as required by law. It is understood that the insurance coverage required shall be a continuing obligation and condition of this Agreement.

5. Indemnification. UNIVERSITY shall hold harmless, defend and indemnify PROVIDER, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including PROVIDER's property, arising from, or in connection with, the performance by UNIVERSITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against the PROVIDER by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against PROVIDER alleging Civil Rights violations by UNIVERSITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on PROVIDER for UNIVERSITY's failure to provide FORM DE-542, when applicable.

PROVIDER shall hold harmless, defend and indemnify UNIVERSITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including UNIVERSITY's property, arising from, or in connection with, the performance by the PROVIDER or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that maybe made against UNIVERSITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against UNIVERSITY alleging Civil Rights violations by UNIVERSITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on PROVIDER for UNIVERSITY'S failure to provide FORM DE-542, when applicable.

6. Term; Termination; and Modification. This agreement is effective upon execution and will continue in effect until June 30, 2021. Any party may terminate this agreement without cause at any time by giving ninety (90) days' prior written notice, *provided however*; Students on rotation at the time of termination shall be given an opportunity to complete their rotation unless Student(s) has been removed pursuant to section 2. All amendments or modifications of this Agreement must be in writing and signed by an authorized officer or representative of each Party.

7. Delegation. PROVIDER shall not delegate to persons or entities not affiliated with PROVIDER all or any part of the work to be performed under this Agreement unless the persons or entities are able to fulfill the obligations under this Agreement. In instances where PROVIDER delegates its duties under this Agreement to persons or entities not affiliated with PROVIDER, such delegate shall be an agent of PROVIDER.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements, representations, commitments, understandings, and writings and be binding by the Parties.

9. Severability. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. Otherwise, the remaining part or parts of this Agreement shall be enforced and fully performed.

10. Relationship of the Parties. Nothing contained shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the Parties. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the UNIVERSITY and the PROVIDER and their employees, Students, or agents, but rather is an Agreement by and between two independent parties. Each Student that is placed with the PROVIDER as part of the Clinical Experience Participation Program is receiving education as part of his/her academic curriculum. Duties performed by a Student are not performed as an employee of PROVIDER but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by PROVIDER personnel. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY Personnel to participate in, control, or direct operations at the PROVIDER. As UNIVERSITY is not PROVIDER's employee, UNIVERSITY is responsible for paying all required state and federal taxes for its employees. In particular, PROVIDER will not

- a. Withhold FICA (Social Security) from UNIVERSITY'S payments.
- b. Make state or federal unemployment insurance contributions on UNIVERSITY'S behalf.
- c. Withhold state or federal income tax from payments to UNIVERSITY.
- d. Make disability insurance contributions on behalf of UNIVERSITY.
- e. Obtain unemployment compensation insurance on behalf of UNIVERSITY

Notwithstanding this independent contractor relationship, PROVIDER shall have the right to monitor and evaluate the performance of UNIVERSITY to ensure compliance with this Agreement.

11. Waiver. Failure of UNIVERSITY or PROVIDER to enforce any provision of this Agreement shall not constitute a waiver of such provision, and continuing waiver.

12. Governing Law. This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of California.

13. Compliance With Law: UNIVERSITY must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to UNIVERSITY'S employees, UNIVERSITY must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

14. Records And Audit: UNIVERSITY must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, UNIVERSITY must maintain complete

and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, UNIVERSITY must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

15. Conflict Of Interest:

a. At all times during the performance of this Agreement, UNIVERSITY must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including UNIVERSITY for this purpose, from making any decision on behalf of PROVIDER in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any PROVIDER decision that has the potential to confer any pecuniary benefit on UNIVERSITY or any business firm in which UNIVERSITY has an interest, with certain narrow exceptions.

b. UNIVERSITY agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform PROVIDER and provide all information needed for resolution of this question.

16. Further Assurances: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

17. Construction: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

18. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

19. No Third-Party Beneficiaries Intended: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. Nondiscrimination; HIPAA; and FERPA. The Parties agree to comply with all laws, rules and regulations of Title VII of the Civil Rights Act, the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act.

As trainees, and solely for the purposes provided in this section, Students shall be considered as members of PROVIDER's "workforce" as defined by the HIPAA regulations at 45 CRF § 160.103, and shall be subject to PROVIDER's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. PROVIDER shall provide Students with substantially the same training that it provides to its employees for such purposes.

21. Authority to Execute Contract. The persons executing this Agreement represent and warrant that they have the full power and authority to enter on behalf of the entities for which they are signing. The Parties have entered into this Agreement to be effective on the date first above written.

22. Compensation: There are no fees or compensation associated with this agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Touro -UNIVERSITY

PROVIDER

By:  12/11/18

By: _____

Printed Name: Lisa Norton, Ed.D.

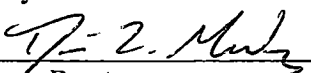
Printed Name: J. Steven Worthley

Title: Dean, College of Education and Human Services (UNIVERSITY)

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By  1/9/19
Deputy
Matter # 20181011



TOURO UNIVERSITY

C A L I F O R N I A

COLLEGE OF EDUCATION
AND HEALTH SCIENCES

Clinical Preceptor Handbook



TOURO UNIVERSITY
C A L I F O R N I A

COLLEGE OF EDUCATION AND HEALTH SCIENCES
School of Health Sciences

Dear Clinical Preceptor:

Thank you for your commitment to Physician Assistant clinical education. Your dedication to teaching and enthusiasm for your practice is basis for an excellent learning environment. The skills and experience that the students obtain through working with you and your colleagues will provide the foundation for a career of learning.

This handbook is designed to give you an overview of the Touro University California Joint MSPAS/MPH Program and to anticipate questions that may arise in your duties as a preceptor. Your feedback is very important; please let us know if there is additional information that should be included in this handbook.

Thank you for providing our students with a hands-on experience in patient assessment and care. They will require an initial orientation to your practice. It is expected that you will need some time to assess their abilities. As you become more comfortable with their skills and abilities, it is hoped you will allow them to assume more responsibility. Under your supervision students should take an active role in obtaining histories and performing physical examinations, ordering and interpreting diagnostic tests, making diagnoses and developing treatment plans, prescribing medications and providing patient education. They should also participate in performing common procedures. It is important that students have exposure to multiple healthcare settings, such as inpatient, outpatient and long term care settings. As such we request that students accompany you to these facilities when applicable and participate in the patient care. In order to augment the clinical experience, students will return to campus for periodic examinations, case presentations, discussions and seminars.

For your information, all students undergo a complete criminal background check, prior to the start of the clinical rotations. In addition, when requested by the site or facility, students are also required to undergo drug and alcohol testing.

Thank you for providing for our students a meaningful and practical experience. Your generous contribution of time, guidance, and dedication is much appreciated.

Sincerely,

Jennifer Pimentel, MAEd
Director of Clinical Education
Joint MSPAS/MPH Program

Charlie Clements, MD, MPH
Clinical Coordinator
Joint MSPAS/MPH Program

TOURO UNIVERISTY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

**Program Overview & Guidelines for the Clinical Preceptor
Joint MSPAS/MPH Program**

Mission Statement

Through the integration of the Physician Assistant and Public Health disciplines, the mission of the Joint MSPAS/MPH Program is to:

- 1) Train quality PAs to work with underserved populations,
- 2) Recruit applicants from these communities or individuals with a demonstrated interest in serving these communities, and
- 3) Increase access to care for underserved populations

Program Accreditation

Touro University California is located in Vallejo, California and is a branch campus of Touro College, New York. Touro University California is accredited by the Western Association of Schools and Colleges (WASC). The PA Program holds accreditation through the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA).

The Scope of Physician Assistant Practice

Physician assistants are licensed health care professionals who practice medicine with the supervision of licensed physicians. As part of the physician/PA team, PAs exercise autonomy in diagnosing and treating illnesses. Physician assistants are educated to:

- Obtain medical histories
- Perform physical examinations
- Diagnose acute and chronic illnesses
- Develop and implement treatment for acute and chronic illnesses
- Perform emergency evaluation and treatments
- Perform minor surgical procedures
- Order and interpret routine diagnostic tests
- Perform diagnostic procedures
- Assist in surgery, including first assistant responsibilities
- Prescribe medications
- Provide education and counseling regarding illness, health promotion and disease prevention

Student Level of Knowledge

The major focus of clinical rotations should be the application and enhancement of basic clinical skills and reasoning along with critical thinking. Physician assistant students generally function at the level of a 3rd or 4th year medical student. The exact level will vary depending on the student's prior health care experience and the number of previous rotations they have completed. Additionally, students on their sixth rotation should be expected to be more competent than students on their first rotation. Students near the end of their rotations should begin to increasingly shift their focus toward treatment issues.

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JOINT MSPAS/MPH PROGRAM**

Class 2018 Curriculum

Pre Clinical Didactic Curriculum: (18 months)

<p><i>Session I – 21 units</i> Principles of Basic Science Principles of Pharmacology Anatomy w/ Lab Behavioral Medicine for Primary Care Biostatistics Epidemiology Behavioral/Social Aspects- Public Health Environmental Health</p>	<p><i>Session II – 26 units</i> Clinical Medicine I Clinical Applications I Pharmacology I PA Profession and Practice Lab Medicine Health Policy and Management Health Disparities/Global Health</p>
<p><i>Session III – 12 units</i> Clinical Medicine II Clinical Applications II Pharmacology II Psychiatry for Primary Care Maternal Child Health 1 Health Education/Emerging Health Threats Research Methods</p>	<p><i>Session IV – 24units</i> Emergency Medicine Pharmacology III Clinical Medicine III Clinical Applications III Maternal Child Health II Program Evaluation/Global PH Comprehensive Review Course</p>
<p><i>Session V –6units (6 week session)</i> Surgical & Clinical Skills Geriatrics Clinical Applications IV Orientation to Clinical Year</p>	

Clinical Year: (54 weeks)

In the second, clinical portion of the program, students spend six (6) weeks each in six required clinical rotations:

- Primary Care 1
- Primary Care 2
- Primary Care 3
- Primary Care 4
- Emergency Medicine
- Surgery
- Elective 1 and 2
- PH Field study

Post Clinical Didactic Curriculum: (5 weeks)

<p><i>Session VIII – 6 units</i> MSPAS Summative Course MPH Capstone</p>

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

Guidelines for Clinical Preceptors

Clinical Preceptor Responsibilities

The role and responsibility of the Preceptor is central to the clinical experience of the student. The Preceptor must be a licensed healthcare provider and is responsible for the on-site supervision, training, assessment and evaluation of the physician assistant student. Rotations are designed to expose the physician assistant student to patient care in a variety of settings. The student shall be directly involved in the evaluation and management of patients based on the level of knowledge and skills of the physician assistant student.

1. **Orientation** - Arrange a tour and orientation to the practice, including: staff introductions, operating practices, scheduling system, medical records and EMR system. Clearly define your expectations and goal for the rotation.
2. **Student Schedule** - The Preceptor determines the student's schedule. Students are expected to adhere to the Preceptor's work schedule. Students are expected to work at the site at least 30 - 40 hours per week but this can vary depending on the site, with a **minimum of 24 hours** and a **maximum of 60 hours** per week. When a preceptor is seeing patients, it is expected that the student will be working as well. Students are expected to work nights, weekends, and be on-call if required by the site. Students may need to return to campus for administrative reasons. If this occurs, the student will notify you at least 24 hours in advance.
3. **Clinical Experience** - Students should spend as much time as possible involved in supervised hands-on patient care activities. Exposure to a high volume and diversity of patients enhances their learning experience. It is especially important that all students obtain exposure to patients across the entire life span and across different health care settings, such as inpatient, outpatient and long term care.
4. **Observation of student skills** - The preceptor should observe the student performing clinical functions such as history taking, physical examination, performance of procedures and clinical documentation. It is not necessary that the preceptor observe these functions for all patients in routine cases. Students should present their cases after you have demonstrated the desired format for oral presentations.
5. **Learning objectives/Minimum requirements** - Learning objectives have been developed for preceptors and students as a guide to the clinical experience. They are designed to be an overview for the approach to the rotation, as well as outline content areas on which the student will be tested upon completion of the rotation. They are not intended to be limiting or exhaustive, nor is it intended that the student will be exposed to all items during their rotation. Minimum requirements have also been developed. These represent the minimum number of exposures to a specific medical or surgical situation that must occur during a student's clinical year. Please review the learning objectives and

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

minimum requirements with the student. **Learning objectives and minimum requirements are included in your packet.**

6. **Supervision** - The preceptor is responsible for the overall supervision of the physician assistant student's educational experience at the clinical site. The physician assistant student will be supervised in all his/her activities commensurate with the complexity of care being given and the student's own abilities. **An assigned qualified practitioner (attending physician, resident physician, PA, NP) must be on the premises and available at all times while the student is performing patient care tasks.** The student must know who this person is and how to contact them. **Unusual or abnormal physical findings must be confirmed.** Students require supervision for procedures. **All patients must be evaluated by a licensed provider PRIOR to leaving the facility.** The licensed provider retains all legal responsibility and medical duty for all patient care.
7. **Assignment of Activities** - The preceptor should assign the students to appropriate clinical oriented activities such as: which patients to examine and/or follow, what procedures to perform, what labs to collect, and which surgical procedures to assist in. **Students shall not be used to substitute for regular clinical or administrative staff.** However, it is appropriate for students to be assigned other activities associated with patient care appropriate for their level of training, such as reviewing diagnostic results, patient phone calls, prior authorization paperwork and prescription renewals.
8. **Documentation** - Preceptors must review and countersign all student documentation. Students need to be assigned a separate log in for the EMR system.
9. **Teaching** - The Preceptor should allow time for teaching activities. This can be accomplished in a variety of ways such as structured teaching rounds, chart review periods, reading assignments, hallway or informal consultations between patient encounters and/or recommending specific conferences. It is expected that the preceptor will model, expose students to and teach in accordance with current practice guidelines and the accepted standards of care.
10. **Evaluation** - The preceptor, or his/her designee, must observe and assess the student performing clinical functions, including documentation, on a regular basis and provide constructive verbal feedback to the student periodically over the course of the rotation. The preceptor may also be asked to give feedback on student performance to faculty members during site visits. The preceptor will be responsible for completing two performance evaluations, covering clinical knowledge and professionalism. Categories of evaluation are provided in descriptive words, however, a numeric Likert scale is applied for grade calculation. Receiving honest critique and constructive feedback is critical to the academic and professional progression of a student.

Mid-Rotation Evaluation

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

The mid rotation evaluation is completed at the end of the third week. This evaluation is to provide constructive feedback to the student, and to modify goals for the final half of the rotation.

End of Rotation Evaluation This evaluation should be completed by clinicians who are familiar with the student's performance. This evaluation should be reviewed with the student unless the preceptor feels uncomfortable doing this. The preceptor should place the written evaluation in the envelope provided, seal the envelope, and sign the back of the envelope over the seal. **Final rotation grades cannot be determined without the evaluation, which may impact the student's financial aid; therefore your prompt submission is greatly appreciated.**

11. **Problems** - Preceptors should initially attempt to handle minor problems directly with the student. Major or persistent problems with students should be referred to the Clinical Coordinator or Program Director.
12. **Vacation** - The Preceptor must inform the Program if he/she will be taking a vacation of one week or greater while supervising a student. Student supervision may be delegated to another licensed healthcare provider during the period of absence with Program approval. If this is not possible, a written assignment requiring an equivalent amount of time is appropriate.

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

Student Responsibilities

The following is a list of guidelines the student must adhere to during their participation in clinical rotations. Failure to adhere to these responsibilities should be reported to the program immediately.

1. **Attendance** - Students are expected to adhere to the student schedule determined by the preceptor. In the event of illness or emergency necessitating absence from the clinical rotation site, students are required to contact the precepting physician immediately as well as the program office. A student may be required to make up all time lost as a result of excused absences, unless specifically exempted by the preceptor and clinical coordinator. Unexcused absences should be reported to the program.
2. **Timeliness** - It is the responsibility of the student to report to clinical sites promptly at assigned times designated by the preceptor. If a student feels they will be late they must contact the preceptor. Repetitive lateness should be reported to the program.
3. **Attire** - Students are expected to dress in conservative professional attire and present a clean neat appearance. Students should wear a short white clinical jacket with the Program patch at all times except when specifically requested not to do so by the preceptor. Students cannot wear full-length lab coats.
4. **Identification** - Students must introduce themselves to every patient using their name, and the term "physician assistant student". While in the Program students may not use previously earned titles (i.e. RN, MD, DC, PhD, etc.) for identification purposes. Students must wear their Program issued identification name-tag at all times on clinical sites. If additional ID is required by the site, both ID badges shall be worn.
5. **Student Role**- Students must be aware of their limitations as students and of the limitations and regulations pertaining to PA practice. Students at clinical sites must always work under the supervision of a Preceptor. They may not function in the place of an employee or assume primary responsibility for a patient's care. **Students shall not treat and discharge a patient from care without consultation with the clinical preceptor.** Students should seek advice when appropriate and should not be evaluating or treating patients without supervision from, and direct access to a supervising clinical preceptor at all times. Students shall perform only those procedures authorized by the preceptor. Students must adhere to all regulations of the Program and the clinical sites.
6. **Demeanor** - Students must conduct themselves in a professional and courteous manner at all times displaying respect for the privacy, confidentiality, and dignity of patients, preceptors, faculty, staff, health care workers and fellow students. Displays of aggression, argumentative speech (in verbal and/or written correspondence), threatening language or behavior, inappropriate sexual conduct or speech, demeaning language, and behavior and language that is deemed to be insensitive to, or intolerant of, race, religion, gender,

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

sexual orientation, and ethnicity to and/or overheard by Program faculty, a Preceptor, staff and/or patient will not be tolerated.

7. **Integrity** - Students must display the highest ethical standards expected of a health care professional. Unethical behavior such as cheating, forgery, plagiarism, harassment, intimate relations with patients, clinic/hospital staff or preceptors, falsification of logs/evaluations or medical records, falsification or misuse of medications/prescriptions, or other inappropriate behaviors will not be tolerated. Students displaying this type of behavior should be referred to the program immediately. Students should not accept gifts from preceptors, patients or families.
8. **Confidentiality**- In accordance with the guidelines for ethical conduct of the PA profession and in compliance with HIPPA Standards, students must respect and maintain the confidentiality of patients. Students are not permitted to discuss any patients by name or any other identifiable means outside the clinical encounter. For academic presentations and H&P and/or SOAP assignments, all identifiable information must be removed as per HIPAA requirements.
9. **Health and Safety**- Contact the program immediately if a student's actions directly or indirectly jeopardize the health and safety of patients, faculty, clinical site staff or fellow.
10. **Nondiscrimination**- Students shall deliver quality health care service to patients without regard to their race, religion, gender, creed, national origin, sexual orientation, socioeconomic status, disability, disease status, legal involvement, or political beliefs.
11. **Impairment**- Students shall not appear at the university or clinical sites under the influence of alcohol or drugs. Should this occur, contact the program immediately.
12. **Preparation**- Students must report to clinical sites fully prepared for work with all necessary equipment (i.e. stethoscope, etc.).
13. **Site Regulations**- Students must comply with all rules, regulations, bylaws, and policies of the site for which they are assigned.

TOURO UNIVERSITY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

IMPORTANT INFORMATION

Harassment

Touro University California is committed to providing a work environment free of unlawful harassment. Touro University California abides by federal and state laws which prohibit workplace harassment, including the California Fair Employment and Housing Act, Government Code Section 12940, et. seq., and Title VII of the Civil Rights of 1964, as amended.

The University prohibits sexual harassment, environmental harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. This policy applies to all persons involved in the operation of Touro University California and prohibits unlawful harassment by any employee of the University, including supervisors, coworkers and preceptors. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

- Harassment is any behavior by a person(s) that is offensive, aggravating or otherwise unwelcome to another person.
- Environmental harassment is any severe or pervasive action that results in a hostile or offensive working environment for the recipient. Environmental harassment is also known as hostile environment harassment.
- Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature. The conduct need not be motivated by sexual interest, but need only be of a sexual nature to be considered sexual harassment. Sexual harassment is one form of unlawful harassment.

Medicare Guidelines for PA Student Preceptors

The following are guiding principles for PA student preceptors for the Medicare program and should provide a framework for supervising PA students:

- The authorized Medicare practitioner/clinical preceptor is ultimately responsible for assuring the highest quality patient care;
- The authorized Medicare practitioner/clinical preceptor is the only individual who has the ability to submit a claim for care delivered to Medicare beneficiaries;
- The clinical preceptor's responsibility is to insure that the appropriate standard of care is received by the patient;

TOURO UNIVERISTY CALIFORNIA
JOINT MSPAS/MPH PROGRAM

- On each visit where evaluation and management services are provided, or medical/ surgical procedures are performed, the patient should be always be personally seen and treated by the clinical preceptor;
- The clinical preceptor must supervise the activities of the student; and
- Students may document services in the medical record. However, the documentation of an E/M service by a student that may be referred to by the teaching physician is limited to documentation related to the review of systems and/or past family social history. The teaching physician may not refer to a student's documentation of physical exam findings or medical decision making in his or her personal note. If the PA student documents E/M services, the teaching **physician must verify and re-document the history of present illness** as well as perform and re-document the physical exam findings and medical decision making activities of the service. This requirement remains in effect with EMR/EHR systems as well. Preceptors should not permit students to document in EMR systems utilizing the preceptor password. {Medicare Carriers Manual, 11/22/02, Part 3, Section 15016}

EMR/EHR Use by students

It is illegal for anyone to use another's identifiers while utilizing an EMR/EHR system. This includes students documenting in a patient's chart using the licensed provider's ID and password. Most EMR/EHR systems have the ability to generate a "student user" that will limit the fields accessible. Using a student ID will allow for more accurate documentation, compliance with Medicare guidelines and prevent student access to electronic prescriptions.

Liability

Touro University provides professional liability coverage to students while at approved training sites. It is important to note that, at all times, the training site retains the sole responsibility for its patients' care and treatment while students are receiving supervised clinical experience. The training site and preceptor(s) are responsible for supervision and oversight of the student in all patient care activities.

Students must immediately report any potential medical liability incidents, including blood-borne pathogen exposures, to the preceptor and the program's clinical year team.

Important Program Numbers

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