A.T. STILL UNIVERSITY | ATSU

# ATSU-SOMA Provider Agreement for Clinical Experience Participation

This Agreement is entered into this fifth day of January, 2024 by and between **A.T. Still University of Health Sciences "ATSU" by and through its School of Osteopathic Medicine in Arizona** located at 5850 E. Still Circle, Mesa, AZ 85206, (collectively referred to herein as "ATSU-SOMA"), and **Pinal County Medical Examiner's Office** located at 920 N. Bowling Road, Florence, AZ 85132 ("Provider") (both ATSU-SOMA and Provider sometimes referred to herein individually as "Party" or collectively as "Parties").

Every notice required or contemplated by this Agreement by either 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. Either Party may change its address by giving notice to the other Party of the change.

Communication regarding this agreement may be made through our regional site listed below:

To ATSU-SOMA:
A.T. Still University
School of Osteopathic Medicine in Arizona
5850 E. Still Circle,
Mesa, AZ 85206
Attention: Clinical Education Department

To Provider:
Pinal County Medical Examiner's Office
920 N. Bowling Rd.
Florence, AZ 85132

Attention: John Hu, MD, PhD, Chief Medical Examiner

ATSU-SOMA 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 ATSU-SOMA student(s) will be confirmed in writing, executed by both Parties as designated in the "Letter of Good Standing for the Clinical Experience Student".

2. **Placement and Qualifications.** The Parties must agree to the Students 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 ATSU-SOMA 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 (as designated on the "Letter in Good Standing for the Clinical Experience Student") whose responsibility is to assist in the coordination and scheduling of the Clinical Experience program and who shall assist ATSU-SOMA 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 Student and no Student shall have the right or claim to any benefit or privilege as an employee or agent of ATSU-SOMA or Provider. 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 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 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.** Provider shall maintain in full force and effect throughout the term of this Agreement: (1) professional liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate (2) general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and, (3) workers' compensation insurance as required by law.

   b. University shall secure for Students professional liability insurance in the amount of $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 $3,000,000 in the aggregate. Professional liability coverage provided by University does not cover nor defend for malpractice events outside the United States.

   **c.** It is understood that the insurance coverage required by this Section 4 shall be a continuing obligation and condition of this Agreement. University and Provider shall, respectively, be responsible for satisfying any of its own deductible of self-insured retention.

**Indemnification.** ATSU-SOMA agrees to indemnify and hold harmless Provider from and against any and all liability from the negligent acts and/or omissions of its employees and agents. Provider agrees to indemnify and hold harmless ATSU-SOMA against any and all liability from the negligent acts and/or omissions of its employees. ATSU-SOMA has the authority to investigate liability claims or discrimination claims made by or against ATSU-SOMA, its faculty or students.

5. **Term; Termination; and Modification.** This agreement will continue in effect until terminated. Either 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. All amendments or modifications of this Agreement must be in writing and signed by an authorized officer or representative of each Party.
6. **Delegation.** Hospital/Preceptor shall not delegate to persons or entities not affiliated with Hospital/Preceptor 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 Hospital/Preceptor delegates its duties under this Agreement to persons or entities not affiliated with Hospital/Preceptor, such delegate shall be an agent of Hospital/Preceptor.
7. **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.
8. **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.
9. **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.
10. **Waiver.** Failure of ATSU-SOMA or Provider to enforce any provision of this Agreement shall not constitute a waiver of such provision, and continuing waiver.
11. **Assignment.** This Agreement and all of the provisions shall be binding to the benefit of the Parties and their respective successors and permitted assigns.
12. **Attorney's Fees.** In the event either Party elects to incur legal expenses to enforce or interpret by judicial preceding any provision of this Agreement, the prevailing Party will be entitled to recover from the non-prevailing Party such legal expenses, including reasonable attorneys' fees and court costs.
13. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of Arizona.
14. **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.
15. **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.

**ATSU-SOMA**

By: _____

Printed Name: Sharon J. Obadia, DO

Title: Dean, School of Osteopathic Medicine in Arizona

ATSU-SOMA
5850 E. Still Circle,
Mesa, AZ 85206 (ATSU-SOMA)

**Provider: Pinal County Medical Examiner's Office**

By: _____

Printed Name: Mike Goodman

Title: Chairman, Pinal County Board of Supervisors