

**COOPERATIVE AGREEMENT BETWEEN
PRACTICE SITE
and
HARDING UNIVERSITY COLLEGE OF PHARMACY
SEARCY, ARKANSAS**

This Agreement is entered into by and between Practice Site, Location, Arkansas and Harding University, Searcy, Arkansas, on this _____ Day of _____, 20__.

1. It is mutually agreed that the purpose of this Agreement is to guide a working relationship between Practice Site called "Experiential Site", and Harding University College of Pharmacy called "University", to provide clinical practice training for Doctor of Pharmacy students to become effective as of the date listed above.

2. The University will:
 - (a) Provide assistance in the development of the students' learning experience that is in keeping with the University's objectives for clinical education and compatible with the type of service the Experiential Site offers.
 - (b) Assign a faculty representative from the College of Pharmacy to serve as liaison between the University and the Experiential Site.
 - (c) Share with the Experiential Site the information about a student's background, education and interests, provided such information is exchanged in compliance with the Family Educational Rights and Privacy Act of 1974, as amended.
 - (d) Be available for emergency situations involving students.
 - (e) Assure student observance of policies and procedures of the Experiential Site.
 - (f) Assure compliance with Experiential Site's recommended health screening tests (PPD) and vaccinations (MMR and Hepatitis B) for health professional students. Each student will receive OSHA training for Bloodborne Pathogens and Universal Precautions and HIPAA training on the privacy of patient identifiable information. A Health History is available for each student. Records will be on file at the University and furnished to the Experiential Site upon request.
 - (g) Assure that all assigned pharmacy students are licensed pharmacy interns.
 - (h) Provide professional liability insurance coverage of not less than one million dollars per occurrence, three million dollars annual aggregate for all students, faculty and residents assigned to the Practice Site. A certificate of insurance will be provided to the Experiential Site upon request.
 - (i) Compensate the Experiential Site for Arkansas State Board of Pharmacy-issued pharmacy preceptor licenses as needed.

3. The Experiential Site will:

- (a) Provide clinical facilities for University students in accordance with agreement by the faculty of the University and the designated Experiential Site staff.
 - (b) Provide a qualified preceptor for students who are assigned to the Experiential Site for introductory and/or advanced pharmacy practice experiences.
 - (c) Provide a qualified preceptor who will provide, at minimum, immediate supervision of pharmacy students who are dispensing or preparing medications for patient use. "Immediate supervision" means that a registered pharmacist shall, at all times, be physically present in the prescription room and actually observing the actions of the pharmacy student (intern) who is mixing, compounding, or dispensing any drug or medicine.
 - (d) Retain full responsibility for the care of patients and maintain the quality of care without relying on students clinical training activities for staffing purposes. Any service rendered by students is incidental to the educational purpose of the pharmacy practice experience program.
 - (e) Assign a staff representative as liaison between the Experiential Site and the University to orient students, and to assist in scheduling and grade reporting.
 - (f) Afford the student the opportunity to participate in in-service training offered to Experiential Site employees.
 - (g) Make provisions for orientation of students to the facility and permit use of equipment, records, computer access (where applicable), library and space as necessary for the students to perform their activities.
 - (h) Evaluate and report the student's learning and performance to the designated University faculty representative, as authorized by the student under the Family Educational Rights and Privacy Act of 1974, as amended.
 - (i) Permit the University faculty representative, where necessary, opportunities for reading the student's records as kept by the Experiential Site in order to evaluate student performance. It is understood the faculty representative shall only have access to records from which all patient identifying information has been removed.
 - (j) Retain the right to immediately return and dismiss from the Experiential Site any student whose behavior is such that it interferes with proper patient care or services or the smooth operation of the facility. Consultation between Experiential Site and University shall precede any such action.
4. Representatives of the University and Experiential Site will meet at least annually to jointly review the use of the practice site facilities.
5. The University shall not discriminate in the assignment of students to this clinical pharmacy program because of sex, race, color, creed, national origin, age, veteran's status or handicap where otherwise qualified.

6. The Experiential Site assumes no liability for any injury which may occur to students participating in the program.
7. The Experiential Site agrees to indemnify and hold the University, its Board members, officers, agents, and employees harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that any such liability, loss, or damage resulting from the following Subsections "a" or "b" is excluded from this Agreement to indemnify and hold harmless:
 - a. the negligent failure of Institution to substantially comply with an applicable governmental requirement; or
 - b. the negligence or wilful malfeasance of any Institution Board member, officer, agent, or employee.
8. This agreement will be governed by and construed in accordance with the laws of the State of Arkansas.
9. The terms of this agreement shall begin on the date first written, and be automatically renewed annually, unless either party to the agreement shall notify the other in writing of its intention not to renew. This agreement may be terminated by either party for any reason with 90 days written notice given to the other party.

In Witness Whereof, this Agreement is entered into as of the date first written above.

PRACTICE SITE
 ADDRESS
 XXXXXX, AR 72XXX

HARDING UNIVERSITY
 COLLEGE OF PHARMACY
 BOX 12230
 SEARCY, AR 72149-2230

 Representative
 Practice Site

 Julie Hixson-Wallace, Pharm.D. BCPS
 Dean, College of Pharmacy

 Larry Long, Ph.D.
 Vice President for Academic Affairs,
 Harding University

 David Burks, Ph.D.
 President, Harding University

 Date

 Date