



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date April 1, 2023	End Date March 31, 2028	Agency Tracking # 31865-00873	Edison ID 77988		
Contracting State Agency Name University of Tennessee Health Science Center		Edison Supplier ID 0000002802			
CFDA # 93.778					
Service Caption Pharmacy Internship Affiliate Agreement					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2023	\$0.00	\$0.00			\$0.00
2024	\$0.00	\$0.00			\$0.00
2025	\$0.00	\$0.00			\$0.00
2026	\$0.00	\$0.00			\$0.00
2027	\$0.00	\$0.00			\$0.00
2028	\$0.00	\$0.00			\$0.00
TOTAL:	\$0.00	\$0.00			\$0.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - IA</i>			
<div style="display: flex; align-items: center;"> <div style="font-size: 2em; font-weight: bold; margin-right: 10px;">Crystal G. Allen</div> <div style="font-size: 2em; color: yellow; opacity: 0.5;">*</div> <div style="font-size: 0.8em; margin-left: 10px;"> Digitally signed by: Crystal G. Allen DN: CN = Crystal G. Allen email = Crystal.G.Allen@tn.gov C = US O = TennCare OU = Budget Date: 2023.03.20 14:58:44 -06'00' </div> </div>					
Speed Chart (optional)	Account Code (optional)				

9500123318

**CLINICAL AFFILIATION AGREEMENT BETWEEN
THE UNIVERSITY OF TENNESSEE
ON BEHALF OF ITS
HEALTH SCIENCE CENTER COLLEGE OF PHARMACY
AND
STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION, DIVISION OF TENNCARE**

This Agreement, dated April 1, 2023, is made by and between State of Tennessee, Department of Finance and Administration, Division of TennCare (hereafter referred to as the "SITE" or "TennCare"), and The University of Tennessee on behalf of its Health Science Center College of Pharmacy, located in Memphis, Tennessee (hereafter referred to as the "UNIVERSITY"), a state supported educational institution.

WITNESSETH:

WHEREAS, the UNIVERSITY offers educational programs in pharmacy in accordance with the laws of the State of Tennessee observing the guidelines of the Accreditation Council for Pharmacy Education; and

WHEREAS, in order to best train its students in health care related fields, it is necessary for students to obtain clinical experiences on experiential rotations; and

WHEREAS, the SITE has the facilities available to provide clinical rotations to students of the UNIVERSITY; and

WHEREAS, TennCare is the single state Medicaid agency for the administration of medical assistance services, the TennCare Program, in the State of Tennessee, in accordance with Title XIX of the Social Security Act and Tennessee Code Annotated (T.C.A.) § 71-5-104; and

WHEREAS, the Parties agree that this Agreement does not constitute any delegation by TennCare of Medicaid policy and decision-making authority; and

WHEREAS, the SITE recognizes that pharmacists who act as preceptors for the UNIVERSITY will be engaged in the experiential education of student pharmacists and this activity is considered part of their position description only as it relates to this Agreement; and

WHEREAS, the SITE and UNIVERSITY jointly recognize mutual benefits to be derived from establishing a clinical affiliation agreement;

NOW THEREFORE, in consideration of the mutual promises combined herein, the parties have agreed as follows:

- I. Statement of Purpose: The purpose of this Agreement shall be to provide clinical rotations to students enrolled in the Doctor of Pharmacy program of the UNIVERSITY. Clinical rotations shall be provided at the SITE's facilities located in State of Tennessee. The opportunity to gain clinical skills during a clinical rotation will occur under the supervision of a preceptor who is an employee of SITE and who is also appointed to the faculty of the UNIVERSITY College of Pharmacy.

- II. Nature of Relationship: It is specifically agreed and understood by and between the parties that this Agreement shall not create an agency, employer-employee, joint venture, or partnership arrangement between the parties.
- III. Term and Termination. This Agreement shall commence on April 1, 2023, through March 31, 2028. This Agreement may be terminated by either party without cause by providing thirty (30) days advance written notice of termination. SITE agrees that they will continue to work with UNIVERSITY regarding any students who may already be in clinical rotations for up to thirty (30) additional days. In the event of a material breach of this Agreement, the non-breaching party shall notify the breaching party of said breach in writing. The non-breaching party may terminate this Agreement if a cure is not affected within thirty (30) days' of the written notice.
- IV. Renewal: This agreement is for a term of one contract year, and shall be automatically renewed, up to four additional contract terms, unless either party to this agreement shall notify the other in writing of its intention not to renew this agreement and said notices shall be given at least thirty (30) days prior to the expiration of the term hereof or of any renewed term thereof.
- V. Responsibilities of the UNIVERSITY: The UNIVERSITY shall have the following responsibilities under the terms of this Agreement.
 - A. The UNIVERSITY shall be responsible for the selection of students to be placed at SITE.
 - B. The UNIVERSITY shall place one student at the facility located at 310 Great Circle Road, Nashville, Tennessee 37243, but shall not exceed two students per facility per rotation period. The UNIVERSITY shall notify and seek approval from the SITE at least thirty (30) days prior to beginning of each month of the number of students it desires to place at the SITE for such term.
 - C. The UNIVERSITY shall assign only students who have completed all prerequisites and are in good academic standing, as determined by the UNIVERSITY, for receipt of the education and training as provided, herein.
 - D. The UNIVERSITY shall require students to observe all rules and regulations of the SITE.
 - E. The UNIVERSITY and its faculty members may participate in educational conferences at the SITE upon prior written approval by TennCare; however, the UNIVERSITY will not provide educational content or experiential learning to students in lieu of SITE's personnel unless expressly agreed to by both parties.
 - F. The UNIVERSITY maintains student compliance with the items found in Exhibit I. If requested by SITE, the UNIVERSITY will provide written documentation (attestation) of those items found in Exhibit I or the student must provide proof of compliance with items found in Exhibit I to the SITE or SITE preceptor before the first day of the rotation (per SITE policy).

- G. In accordance to the guidelines set by the Tennessee Hospital Association, The UNIVERSITY will certify on EXHIBIT I the student's criminal background check was completed within ninety (90) days prior to STUDENT'S enrollment in the Program and that none of the absolute bars were noted. The UNIVERSITY considers the following to be absolute bars: a) Crimes involving abuse of a dependent person; B) child sexual offenses; C) felony murder conviction; d) felony drug trafficking. The SITE should communicate in writing any additional violations that would bar STUDENT from receiving any clinical training at SITE. UNIVERSITY shall ensure the STUDENT'S background check meets all future Program requirements during the STUDENT'S enrollment in the Program if the results are archived by UNIVERSITY or the background agency. UNIVERSITY shall ensure that information obtained by the background check of STUDENTS is archived up to seven (7) years by either UNIVERSITY or the background agency/vendor. UNIVERSITY shall assume the costs of the background check.
- i. UNIVERSITY shall not make any decisions regarding the necessity of the background checks or TennCare eligibility standards excluding students from participation in the Program. UNIVERSITY shall inform students excluded from Program placement of any review or appeal process pursuant to their rights under the Fair Credit Reporting Act (see 15 U.S.C. § 1681).
 - ii. UNIVERSITY shall ensure that all background checks comply with the following components:
 - 1) Multi-county physical courthouse criminal records search of all places of residence in the past seven (7) years. UNIVERSITY shall verify all known names and addresses as revealed on the social security report;
 - 2) Violent Sexual Offender and Predator Registry Search;
 - 3) Tennessee abuse registry maintained by the Department of Health pursuant to TCA § 68-11-1004;
 - 4) United States Department of Health and Human Services, Office of the Inspector General (HHS/OIG) List of Excluded Individuals;
 - 5) General Services Administration (GSA) List of Parties Excluded from Federal Programs;
 - 6) U.S. Treasury, Office of Foreign Assets Control;
 - 7) List of Specially Designated Nationals, and
 - 8) Health care licensure verification (if the student is currently or was previously licensed).
 - iii. UNIVERSITY shall ensure that the following persons are excluded from participating in the Program:
 - 1) Persons with a history of any felony conviction within the last seven (7) years;
 - 2) Persons with a history of any class A misdemeanor conviction within the last five (5) years;
 - 3) Persons with a history of any class B misdemeanor conviction within the last two (2) years;

- 4) Persons on the registry maintained by the Department of Health pursuant to TCA § 68- 11-1004;
 - 5) Persons listed on the following registries:
 - i. HHS/OIG list of excluded individuals;
 - ii. GSA List of Parties Excluded from Federal Programs;
 - iii. U.S. Treasury, Office of Foreign Assets Control;
 - iv. List of Specially Designated Nationals; and
 - 6) Persons with an encumbered license or a history of having an encumbered license in a health-related field.
- iv. UNIVERSITY shall provide a summary notice of any adverse findings based on the above eligibility screens for each STUDENT. UNIVERSITY shall provide the full report of findings to the STUDENT. If the background check results in any adverse findings, UNIVERSITY shall notify TennCare of this fact and, after redacting the individual's name and other personally identifiable information from the report, forward to TennCare the background check results for a decision from TennCare on whether the STUDENT may participate in the Program.
- H. Upon request from SITE, the UNIVERSITY shall provide written evidence of professional liability insurance coverage from students participating in the clinical rotation. The minimum amount of coverage per individual shall be \$1,000,000/\$6,000,000. The coverage shall extend through the term of the students' participation.
- I. The UNIVERSITY shall establish a procedure for notifying the SITE regarding scheduled student absences no later than seven business days prior to the commencement of the student's rotation period, and provide notification immediately, or as soon as possible, for all unexpected absences.
- J. STUDENT Status: UNIVERSITY shall ensure that:
- a. STUDENTS are not in any manner classified as State employees or as volunteers, as those terms are defined in TCA §§ 8-42-101(3)(A) through 8-42-101(3)(E).
 - b. No legal relationship, including employment or agency relationship, exists between the UNIVERSITY's STUDENTS and SITE.
 - c. Sufficient oversight by UNIVERSITY is utilized to prevent STUDENTS from making clinical decisions or judgments affecting SITE enrollees.
- K. Ensure that STUDENTS placed at TennCare's facility have completed the first year of educational studies.
- L. Advise STUDENTS that they are personally responsible for their own non-emergency medical care.

- M. Notify the designated TennCare preceptor(s) a minimum of four (4) weeks before arrival of each STUDENT for managed care pharmacy experience to schedule time for review of policies, changes, and instructor and STUDENT orientation.
 - N. Utilize TennCare's audio-visual release form for any taping of interaction with the STUDENT.
- VI. Responsibilities of the SITE: The SITE shall have the following responsibilities under the terms of this Agreement and those described in EXHIBIT II.
- A. The SITE shall provide the UNIVERSITY with at least one employee to serve as the primary site preceptor and one appointee both qualified to provide education to students of the UNIVERSITY upon appointment to the faculty of the Department of Clinical Pharmacy and Translational Science, University of Tennessee College of Pharmacy (UTCOP). So long as the SITE and its primary site preceptor and appointee serving as UTCOP faculty preceptors comply with performance directives described in Exhibits I and II, they will continue to be active faculty members and eligible to serve as preceptors.
 - B. The SITE shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
 - C. In the event, the SITE educates Pharmacy students on clinical rotations for programs other than the UNIVERSITY, the SITE will provide to the UNIVERSITY, upon its request, for a specified time period, the numbers of students educated from UT and other programs by the individual preceptor and month, in order for the UNIVERSITY to satisfy its accreditation requirements. Whenever the student to preceptor ratio exceeds 2 to 1, respectively, for a particular rotation regardless of the student's program, the SITE will notify the Office of Experiential Learning of the UNIVERSITY upon receiving the UNIVERSITY's request pursuant to Section V.B. of this Agreement.
 - D. The SITE shall make its facilities available, when practical, to the students and faculty members of the UNIVERSITY for the purpose of clinical instruction.
 - E. The SITE shall provide classroom and/or conference room space for pre- and post-clinical conferences when properly scheduled by a faculty member, subject to the availability of space.
 - F. The SITE shall provide access to parking.
 - G. The SITE shall provide orientation to the facility for students beginning clinical rotation as described in EXHIBIT I.
 - H. The SITE must submit to the UNIVERSITY an evaluation of each student's progress in the clinical rotation to the UNIVERSITY as described in EXHIBIT II.
 - I. In compliance with the requirements of Tennessee Code Annotated § 12-3-309, SITE hereby attest that, in its performance of this Agreement, it shall not knowingly utilize the services of an illegal immigrant in the United States and

shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States

VII. Mutual Responsibilities: The parties shall cooperate to fulfill the following mutual responsibilities:

- A. This Agreement shall be governed by the laws of the State of Tennessee. Each party shall comply with all federal and state laws, rules and regulations which are applicable to the performance of this Agreement. It is the policy of each of the parties not to discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in provision of educational programs and services or employment opportunities and benefits. The parties do not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in their educational programs and activities and employment pursuant to the requirements of Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990, all as amended.
- B. The parties shall maintain the confidentiality of patient records and student records. Unless otherwise permitted by applicable law, each party to this Agreement will not use or disclose certain confidential, proprietary, and non-public financial and other information concerning students ("Confidential Information") in violation of the requirements of 34 CFR Part 99 known as the Family Educational Rights and Privacy Act Regulations ("FERPA") or patients ("Protected Health Information") in violation of the requirements of 45 CFR Part 164, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which are incorporated herein by reference. Each party agrees to comply with applicable FERPA and HIPAA laws, rules, regulations and standards in all respects. Should either party enter into a subcontract for the performance of these services, that party will ensure the inclusion of the same terms, conditions and restrictions on the use and disclosure of information contained in this Agreement. UNIVERSITY'S or SITE's obligations to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503.
- C. All students shall be treated as trainees who have no expectation of receiving compensation or future employment from the SITE or the UNIVERSITY. No students shall be entitled to any compensation for services performed while receiving training pursuant to this Agreement. This agreement does not prevent students from working as the SITE's employee or work-study student at times outside of their assigned hours for education.
- D. Any appointments to faculty or staff by either the UNIVERSITY or the SITE shall be without entitlement of the individual to compensation or benefits from the appointing party.

E. Neither party shall subcontract any part of this Agreement without the prior written consent of the other party.

VIII. Discipline: Students while participating in clinical rotations at the SITE, shall be subject to applicable policies of the UNIVERSITY and the SITE. Students will be dismissed from participation in clinical rotations after the appropriate disciplinary policies and procedures of the UNIVERSITY have been followed or as requested by the SITE due to noncompliance with SITE eligibility requirements for the clinical rotations. Additionally, the SITE may immediately remove from its premises any student whose actions, behavior, or attitude is a threat or danger to the SITE, its patients, employees, or the public, as determined by the SITE at its sole discretion.

IX. Claims Resolution:

The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, Tennessee Code Annotated §§ 9-8-301, et. seq., for any negligence of the University and its employees. Any liability of The University of Tennessee for any damages, losses, or cost arising out of or related to acts performed by the University or its employees under this agreement is governed by the provisions of said Act.

X. Anti-Bribery and Corruption

The UNIVERSITY agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or the SITE in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and attests that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which UNIVERSITY is legally entitled.

The SITE shall be entitled to terminate this Agreement immediately on written notice to UNIVERSITY if UNIVERSITY fails to perform its obligations in accordance with this clause X. UNIVERSITY shall have no claim against SITE for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this clause X.

For the SITE:

Deputy Commissioner
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 507-6443

With a Copy to:
Director of Contracts
Division of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # (615) 687-5811

Fax # (615) 253-5607
For The UNIVERSITY:
The University of Tennessee
Attn: Director - Finance
College of Pharmacy
881 Madison Avenue, 3rd Floor
Memphis, TN 38163

With a copy to:
The University of Tennessee
Trenton Pitts - Contracts Director
62 South Dunlap, Suite 320
Memphis, TN 38163

- XI. Performance: The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
- XII. Entire Agreement: This Agreement, together with any exhibits and/or addenda, contains the entire Clinical Affiliation Agreement between the parties relating to the rights granted and obligations assumed by the SITE and UNIVERSITY. It is further acknowledged that the SITE and UNIVERSITY have read this Agreement and agree to be bound by its terms and conditions and that the Agreement as set forth herein constitutes the complete and exclusive Agreement by and between the parties, superseding any and all prior agreements, promises, negotiations, proposals, or representations, either oral or written related to the subject matter of this Agreement.
- XIII. Severability: If any parts of this Agreement are found to be void, prohibited by, unlawful or unenforceable under any applicable law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the voided parts were deleted.
- XIV. Amendment: This Agreement may be amended at any time upon the mutual written consent of both the SITE and UNIVERSITY. Both parties agree that they shall execute any amendment necessary as may be required to conform the terms of this Agreement to changes in either State or Federal law.
- XV. Complete Agreement: This writing contains the complete terms of this Agreement. There are no promises, expressed or implied, made by either party hereto which have not been reduced to writing, herein.
- XVI. Notification of Breach and Notification of Suspected Breach. UNIVERSITY shall notify TennCare's Privacy Office immediately upon becoming aware of and in no case later than forty-eight (48) hours after discovery of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by UNIVERSITY, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of a UNIVERSITY system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.
- XVII. Records. The Parties shall maintain documentation of services rendered under this Agreement. The books, records, and documents of the Parties, insofar as they relate to work performed under this Agreement, shall be maintained for a

period of five (5) full years from the final date of this Agreement and shall be subject to audit, at any reasonable time and upon reasonable notice, by TennCare, the Comptroller of the Treasury, or their duly appointed representatives.

XVIII. Social Security Administration (SSA) Required Provisions for Data Security. The Parties shall comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. §3541, *et seq.*), and related National Institute of Standards and Technology guidelines. In addition, the Parties shall have in place administrative, physical, and technical safeguards for data.

- a. UNIVERSITY shall specify in its agreements with any agent or subcontractor that will have access to data that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to UNIVERSITY pursuant to this Section;
- b. UNIVERSITY shall not duplicate in a separate file or disseminate, without prior written permission from TennCare, the data governed by the Agreement for any purpose other than that set forth in this Agreement for the administration of the TennCare program. Should UNIVERSITY propose a redisclosure of said data, it must specify in writing to TennCare the data it proposes to redisclose, to whom, and the reasons that justify the redisclosure. TennCare will not give permission for such redisclosure unless the redisclosure is required by law or essential to the administration of the TennCare program.
- c. The Parties agree to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement.
- d. UNIVERSITY shall maintain a current list of its employees with access to SSA data and provide such lists to TennCare upon request and at any time there are changes.
- e. UNIVERSITY shall each restrict access to the data obtained from TennCare to only those authorized employees who need such data to perform their official duties in connection with purposes identified in this Agreement. UNIVERSITY shall not further duplicate, disseminate, or disclose such data without obtaining TennCare's prior written approval.
- f. UNIVERSITY shall ensure that its employees:
 - (1) Properly safeguard SSA-supplied data furnished by TennCare under this Agreement from loss, theft or inadvertent disclosure;
 - (2) Receive regular, relevant and sufficient SSA data related training, including use, access and disclosure safeguards and information regarding penalties for misuse of information;

(3) Understand and acknowledge that it is responsible for safeguarding this information at all times, regardless of whether or not the applicable employee is at his or her regular duty station;

(4) Ensure that laptops and other electronic devices/ media containing SSA-supplied data are encrypted and/or password protected;

(5) Send emails containing SSA-supplied data only if the information is encrypted or if the transmittal is secure; and,

(6) Limit disclosure of the information and details relating to a SSA-supplied data loss only to those with a need to know.

The employees who access, use, or disclose TennCare or TennCare SSA-supplied data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- g. Loss or Suspected Loss of Data - If an employee of UNIVERSITY becomes aware of suspected or actual loss of SSA-supplied data, it must notify TennCare immediately upon becoming aware to report the actual or suspected loss. UNIVERSITY must provide TennCare with timely updates as any additional information about the loss of SSA-supplied data becomes available.

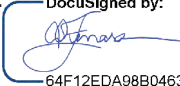
If UNIVERSITY experiences a loss or breach of said data, TennCare will determine whether or not notice to individuals whose data has been lost or breached shall be provided and UNIVERSITY, as applicable, shall bear any costs associated with the notice or any mitigation.

- h. TennCare may immediately and unilaterally suspend the data flow under this Agreement, or terminate this Agreement, if TennCare, in its sole discretion, determines that UNIVERSITY has: (1) made an unauthorized use or disclosure of TennCare SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this Agreement.
- i. This Section further carries out Section 1106(a) of the Act (42 U.S.C. 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget ("OMB") guidelines, the Federal Information Security Management Act of 2002 ("FISMA") (44 U.S.C. 3541 et seq.), and related National Institute of Standards and Technology ("NIST") guidelines, which provide the requirements that the SSA stipulates that UNIVERSITY must follow with regard to use, treatment, and safeguarding data in the event data is exchanged with a federal information system.
- j. Definitions. "SSA-supplied data" or "data" as used in this section means an individual's personally identifiable information (e.g. name, social security number, income), supplied by the Social Security Administration to TennCare to determine entitlement or eligibility for federally-funded programs pursuant to a Computer Matching and Privacy Protection Act Agreement and Information Exchange Agreement between SSA and the State of Tennessee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below:

For: THE UNIVERSITY OF TENNESSEE

DocuSigned by:

BY: _____
64F12EDA98B0463...
Anthony A. Ferrara
Sr. Vice-Chancellor, Chief Financial Officer

Date: 3/17/2023 | 06:14:20 PDT

For: Division of TennCare

BY:  _____
JIM BRYSON, COMMISSIONER

Date: 3/21/2023

EXHIBIT I

Student Compliance and Onboarding Requirements The University of Tennessee Health Science Center College of Pharmacy

Students are required by the University of Tennessee Health Science Center (UTHSC) College of Pharmacy (COP) to maintain all of the records included in this exhibit in date for the duration of their enrollment in the UTHSC COP. If a student is not in compliance with any of these requirements, they will not be allowed to participate in experiential courses.

If site requirements for student onboarding are different than what is included in this exhibit, the site's exact requirements must be documented in the affiliation agreement so that the UTHSC COP can comply with the different requirements for students assigned to that site.

If student onboarding requirements and/or documentation needs for a site change from what is reflected in the affiliation agreement on file, the preceptor/site is responsible for notifying the Office of Experiential Learning at the UTHSC COP to apprise of any additional documentation needs that are not explicitly outlined in the affiliation agreement. This notification should occur at least 30 days prior to implementation of the change. In addition, the affiliation agreement should be amended to reflect the changes.

Immunizations/Health Requirements

The University of Tennessee and the State of Tennessee require certain immunizations be obtained for enrollment/registration purposes. These requirements include documentation of vaccination and/or immunity (titer) for influenza, MMR, Varicella, adult Tetanus/Diphtheria/Pertussis, Hepatitis B, and Polio, in addition to tuberculosis screening. Specific details on what the University requires with respect to documentation may be found at the following weblink:

<https://www.uthsc.edu/student-health-services/immunization.php>

The University utilizes Verified Credentials/Qualified First for documentation and verification of all students' immunization/health requirements. Enrolled students are tracked through the system and must be cleared for students to be registered for classes (which includes participation in experiential courses).

For sites requiring physical documentation of any student immunization/health records for onboarding purposes, any of the following can be conducted:

- Onboard students through site's Human Resources/Education (or other designated) Department.
- Onboard students through site's onboarding vendor.

- Attestation from the UTHSC COP of student compliance with necessary onboarding requirements.
- Notification to students of documentation the student must provide directly to the site and/or preceptor.

Criminal Background Check

Students have completed a satisfactory criminal background check prior to admission to the COP per UTHSC policy.

Drug Screening

Students have completed a satisfactory urine drug screen in the P2 fall semester that screens for the following: amphetamines (includes methamphetamine), barbiturates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, opiates (includes codeine, hydrocodone, hydromorphone, and morphine), phencyclidine, propoxyphene, MDMA analogues (Ecstasy), and oxycodone (includes oxycodone and oxymorphone).

Training

Students have completed initial training/certification and are required to maintain training/certification as follows:

- 1). OSHA training (annual)
- 2). CPR certification (upon admission and every 2 years thereafter)
- 3). HIPAA training (per UTHSC policy)
- 4). APhA Pharmacy-Based Immunization Delivery Certification (completed by P1 spring semester)

Liability Insurance

The University can provide documentation of professional liability insurance coverage for all students. The minimum amount of coverage per individual shall be \$1,000,000/\$6,000,000.

EXHIBIT II

Preceptor and Site Requirements for Pharmacy Experiential Learning The University of Tennessee Health Science Center College of Pharmacy

In order to be affiliated with the University of Tennessee Health Science Center (UTHSC) College of Pharmacy (COP), the site and preceptor must be committed to student pharmacist education and encourage a culture that supports individual preceptor involvement with the education of student pharmacists.

Time Devoted to Education

The site must be adequately staffed to provide quality pharmaceutical care to patients and to enable preceptors to invest the necessary time in educating student pharmacists.

The site must allow preceptors to commit a minimum of 5 hours per week to one-on-one or small group educational sessions. These sessions may encompass a variety of clinical and non-clinical activities (e.g., patient presentation, review of disease, discussion of therapeutic options, administrative/management). All required standards and educational content for the specific type of Introductory (IPPE) or Advanced (APPE) Pharmacy Practice Experience (APPE), as defined by the College of Pharmacy are incorporated into the standardized rotation syllabus.

Policies Related to Experiential Learning

The site will ensure that preceptors comply with policies stated in Exhibit II. The COP may reassign students to other sites or may terminate faculty appointment for preceptors who repeatedly fail to comply with these requirements.

Credentials and Requirements

Preceptors must have completed the preceptor or affiliate faculty appointment process and must be employed by a site for which the UTHSC COP has an active affiliation agreement. Students will not be assigned to a preceptor until all requirements are met. Preceptors and sites that do not comply with these requirements or those items noted below may not be assigned students or may lose their appointment or affiliation.

Preceptor Orientation

All preceptors must be oriented to the College's policies and procedures that relate to experiential learning before they will be eligible to participate in the experiential learning program. The new preceptor orientation materials are housed in CORE (via CORE Readiness). Preceptors will also have electronic access to the Preceptor Handbook and other supplemental development materials via CORE ELMS/CORE Readiness.

Preceptor Development

Preceptors must complete any mandatory preceptor development or training.

Preceptor Documentation

Preceptors must keep current (and updated annually) in CORE ELMS (intended for administrative review only) their curriculum vitae or resume, documentation of annual preceptor development hours, and verification of active licensure.

Disclosure of Student Numbers

Whenever the student to preceptor ratio exceeds 2:1 for APPEs and 3:1 for IPPEs, respectively, the site/preceptor is required to contact the Office of Experiential Learning at least 90 days before the start of the rotation. The student number includes pharmacy students from other programs. Some sites may be approved for a ratio that exceeds 2:1 (2 students: 1 preceptor) for an ongoing APPE or 3:1 (3 students: 1 preceptor) for an ongoing IPPE.

Educational Materials

Preceptors must keep current (and updated annually) in CORE ELMS (intended for students and administrative review) all rotation specific materials (e.g., standardized and rotation specific syllabi that describe the educational experience and contain learning outcomes for the rotation, necessary onboarding requirements). The learning outcomes for the College of Pharmacy are located in the Document Library in CORE ELMS.

Student Orientation

Preceptors and sites must ensure students are adequately orientated to the rotation and any applicable site specific policies or procedures. The rotation syllabi must be reviewed with students (expectations, specific requirements, additional grading criteria) on the first day of the rotation.

Student Assessment

Preceptors are responsible for timely assessment of student pharmacists as follows:

Introduction to Patient Care and Applied Therapeutics I and II:

- Submission of an evaluation form in CORE ELMS for each patient presentation.
- Submission of final evaluation form in CORE ELMS at the end of the experience.

Introductory Pharmacy Practice Experience (IPPE) Rotations:

- Documentation of active participation at the practice site for a minimum of 80 hours (2 weeks).

- Documentation of student fulfillment of all requirements for the experience set forth by the practice site and/or the preceptor and consistent student demonstration of a professional attitude and appearance.
- Documentation of student fulfillment of all the requirements included on the IPPE Checklist.
- Documentation of completion of a pre-rotation and a post-rotation reflection that is reviewed by the preceptor.
- Submission of final evaluation form in CORE ELMS at the end of the experience.

Advanced Pharmacy Practice Experience (APPE) Rotations:

- *Midpoint Assessment.* Regardless of performance assessment, each student must be given a mid-point evaluation within 3 working days of the mid-point of the APPE. This assessment is provided through CORE ELMS for each APPE. The assessment must be discussed with the student and they will receive a copy of the completed evaluation form when the assessment is submitted in CORE ELMS. If the student is performing at a level that may not result in a passing grade for the APPE, the student must receive documentation in the evaluation the specific areas requiring needed improvement. The preceptor must also notify the Office of Experiential Learning (Experiential Program Coordinator for Memphis students and Campus Dean for Nashville and Knoxville students) via e-mail or telephone.
- Documentation of active participation at the practice site for a minimum of 160 hours (4 weeks).
- Documentation of student fulfillment of all requirements for the experience set forth by the practice site and/or the preceptor and consistent student demonstration of a professional attitude and appearance.
- Completion of a final examination (written or oral).
- Completion of an oral presentation.
- *Final Assessment.* Preceptors will use the UTHSC COP's standardized grading form weighted for activities specific to their APPEs. This assessment is provided through CORE ELMS for each APPE. This form must be completed and submitted, as per directive of the UTHSC Registrar's Office, within 3 working days of the end of the APPE. The student will receive a copy of the completed evaluation form when the assessment is submitted in CORE ELMS. The preceptor must also discuss the evaluation with the student. The student must also be allowed an opportunity to review and discuss their final examination.