

**MASTER AFFILIATION AGREEMENT  
BETWEEN  
OKLAHOMA BAPTIST UNIVERSITY  
AND  
Mangum Regional Medical Center**

This Master Affiliation Agreement by and between OKLAHOMA BAPTIST UNIVERSITY, Shawnee, OK, with its principal address located at 500 W. University, Shawnee, Oklahoma 74804, hereinafter referred to as the “University,” and Mangum Regional Medical Center, with its principle address located at 1 Wickersham, Mangum, OK 73554-9117, hereinafter referred to as the “Agency,” shall become effective as of 01/01/2027.

WHEREAS, the University operates various health profession programs (each a “Program”), as listed in Appendix A of this Agreement, that require experiential learning experiences as part of the professional curriculum of its accredited programs; and

WHEREAS, the University desires and the Agency offers clinical and/or educational facilities (each a “Facility”) which meet criteria required by the University and its health profession programs; and

WHEREAS, the Agency is willing to provide experiential learning experiences, including without limitation supervised clinical rotations, to students enrolled at the University;

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the University and Agency, hereinafter referred to as the “Parties”, agree as follows:

**I. AGREEMENT STRUCTURE**

**A. Master Affiliation Agreement:**

1. **Umbrella Terms:** This agreement acts as the overarching document outlining general terms and conditions applicable across all the University's health profession programs. It ensures a standardized approach to managing the relationship between the University, its students, and the Agency.
2. **Scope:** This agreement covers all students and faculty members involved in these Programs, ensuring they are all subject to the same foundational terms, creating consistency and clarity in expectations and responsibilities.

**B. Additional Program Addendum:**

1. **Tailored Terms:** Recognizing that different health profession programs may have unique requirements, especially concerning accreditation, the structure allows for these specificities to be addressed separately in Appendix A for those Programs identified in this Agreement or in Additional Program Addendums for those

Programs added later.

2. **Integration and Hierarchy:** Each Additional Program Addendum is considered an integral part of the Master Affiliation Agreement, ensuring a seamless application of terms. However, the Master Agreement takes precedence in case of any conflict between the general terms and the program-specific ones. This hierarchy simplifies resolution of discrepancies, prioritizing the broader agreement's terms while still accommodating specific program needs.

## II. UNIVERSITY RESPONSIBILITIES:

- A. **Program Management and Oversight:** The University retains full control and responsibility for all aspects of the Program(s), encompassing the management of experiential learning experiences, the assignment of student grades, and ensuring compliance with the standards of experiential education as mandated by the Program(s) and their respective accreditation body.
- B. **Designation of Program Coordinators:** A designated faculty or professional staff member will oversee the experiential learning components for each Program, facilitating direct coordination with the Agency and its Preceptors (cf. Section III.B.). The University commits to notifying the Agency in writing should there be any changes in personnel responsible for this coordination.
- C. **Planning and Coordination:** The University agrees to work collaboratively with the Agency to organize experiential learning experiences, initiating planning discussions at least six months in advance of each experience. Any adjustments to arrangements will be mutually agreed upon by both parties.
- D. **Student Eligibility:** Only students formally enrolled at the University and who have successfully completed the prerequisite curriculum components of the Program will be assigned to the Agency for experiential learning.
- E. **Supervision of Students:** The University will ensure that all Preceptors (cf. Section III.B.) are qualified, in accordance with Program and accreditation body requirements, to provide appropriate student supervision during experiential learning experiences.
- F. **Program Orientation and Information:** The University commits to supplying the Agency and designated Preceptors with comprehensive orientation materials and detailed information about the Program and each specific experiential learning opportunity a minimum of weeks before the commencement of each experience. These materials shall include:
  1. Identification details of participating student(s), the timeframe of the experiential learning experience, and names of associated clinical instructional faculty.
  2. An overview of the Program, including its mission, goals, values; an outline of the

curriculum and teaching methodology; insights into academic preparation aligned with the curriculum; alongside grading and assessment frameworks. All pertinent forms related to the experiential learning experience and guidelines for their completion will also be included.

3. Detailed syllabi for each experiential learning encounter, highlighting instructional objectives and anticipated learning outcomes.
4. Any additional relevant information as may be requested by the Agency and agreed upon by both parties.

#### **G. Student Preparation and Compliance:**

1. **Student Responsibilities:** Inform students of their responsibility to acquire necessary items such as books, uniforms, and personal supplies as required by the Agency.
2. **Health Insurance and Documentation:**
  - a. Ensure all participating students possess health insurance, providing proof before training begins.
  - b. Mandate completion of a criminal background check and appropriate immunizations as per CDC guidelines. Inform students that a drug test or other similar screening tests may be required pursuant to the Agency's policies and practices, and that the cost of any such test, and any other testing required, will be paid by the student, if not the Agency. The University will provide documentation of these requirements as requested by the Agency.
3. **Agency Policies and Legal Compliance:**
  - a. Advise students to comply with all applicable Agency rules, regulations, and procedures and complete all training as required by Agency.
  - b. Instruct students on the confidentiality of client information and the legal standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164, emphasizing the survival of these requirements beyond the completion of the experiential learning experience.
  - c. Instruct University students placed into a school setting for experiential

learning on the appropriate handling and privacy of student education records as established by the Family Educational Rights and Privacy Act of 1974, (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the survival of these requirements beyond the completion of the experiential learning experience.

#### 4. **Occupational Safety Training:**

- a. Provide training aligned with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
- b. Training will include the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens; methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment; and information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

### **III. AGENCY RESPONSIBILITIES:**

- A. **Client Care and Standards:** The Agency holds complete responsibility for client care and adhering to established care standards. Students, considered as trainees, shall not replace Agency staff nor provide unsupervised care. All student services must be educationally valuable and aligned with University-defined learning outcomes, under the reasonable and appropriate supervision by the Agency.
- B. **Preceptor Designation:** An Agency employee, meeting the qualifications outlined by the Program and its respective accrediting body, will be designated as a Preceptor to oversee and evaluate the experiential learning at the Agency. The Agency will communicate to the University the names and credentials of personnel designated as Preceptors responsible for overseeing the students' experiences. Preceptors will be allocated adequate time for essential duties including planning, supervision, evaluation, and familiarization with the University's programs. Furthermore, they are obliged to review all preparatory materials provided by the University, complete evaluations as requested by the University, and engage in discussions with University faculty when reasonably required, considering time constraints. The University retains the right to verify Preceptor credentials and qualifications to serve in this capacity prior to the student beginning the experiential learning experience.
- C. **Student Capacity Notification:** The Agency will inform the University of the maximum number of students it can accommodate for each experiential learning opportunity at least six months before each academic term.

- D. **Clearance Requirement Notifications:** The Agency will notify the University of any clearance prerequisites, such as criminal background checks or required immunizations, that surpass the University's standards and provide adequate time for student compliance.
- E. **Consistent Learning Experiences:** The Agency will provide accepted students with learning experiences that align with the Program's educational objectives and learning outcomes and fulfill the necessary hours for academic credit, degree completion, and licensure.
- F. **Quality Assurance of Facilities:** Facilities, equipment, services, and personnel required for high-quality experiential learning will be provided and maintained by the Agency.
- G. **Orientation for Students:** Prior to permitting any direct contact with clients, the Agency must ensure and facilitate an orientation for students. This orientation should cover the following areas, as appropriate:
1. Detailed information on the Agency's Exposure Control Plan for bloodborne pathogens, including how faculty and students can access the plan. The plan should clearly outline the procedures for handling incidents like needle-sticks or similar exposures, ensuring immediate medical care is provided, followed by the initiation of protocols for HBV, HCV, and HIV, including pertinent counseling and testing.
  2. An overview of the Agency's rules, regulations, policies, and procedures, with a focus on privacy and security protocols that faculty and students are expected to follow.
  3. Information about the personal protective equipment (PPE) available across the Agency's work areas, ensuring safety and compliance with health standards.
  4. A detailed outline of the work and on-call schedules, if applicable, to prepare students for their clinical responsibilities.
  5. An introduction session for students to meet key clinical and auxiliary staff within the Agency, fostering a welcoming and informed entry into the clinical environment.
- H. **Supervision and Access:** The Agency commits to supervising students and granting them access to clients, records, and resources necessary for achieving the educational objectives of their experiential learning.
- I. **Performance Records and Feedback:** The Agency will maintain records of student performance, providing feedback as required by the Program. Any significant

deficiencies in a student's ability to meet learning objectives should be reported to the University promptly for remediation planning.

- J. **Confidential Incident Notification:** The Agency commits to promptly informing the University of any incidents or claims involving students in a manner that strictly adheres to applicable confidentiality protections. This ensures that the University can promptly address the situation, offering necessary support or adjustments to the student's program. In any scenario where a student's participation could potentially compromise client welfare, the Agency will temporarily reassign the student to an observational role. This measure remains in effect until the incident is thoroughly investigated and resolved, safeguarding client care and safety.
- K. **Student Withdrawal Rights:** The Agency reserves the right to request the withdrawal of any student who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, or is unable to provide safe care.
- L. **Accreditation and Program Assessment Support:** Upon reasonable advance request, the Agency will allow University and Program representatives access to its facilities and Preceptor(s) for accreditation visits and program effectiveness assessments.
- M. **Security and Safety:** Appropriate security and safety measures will be provided for students in instructional and commonly used areas, including library, dining, and parking facilities.
- N. **Work-Related Injuries:** The Agency's policies will govern the management of work-related injuries, with these policies communicated to students at the start of their experiential learning. The Agency will advise the Program in writing of any injury sustained by students.
- O. **Health and Safety Compliance:** The Agency will comply with health and safety laws, providing emergency care for students exposed to an infectious or environmental hazard or other occupational injury at a cost not exceeding that charged to the public. The Agency will immediately refer the student to the nearest emergency facility if unable to provide appropriate care.
- P. **Privacy Protection:** The Agency agrees not to disclose personally identifiable student information without consent, using such information solely for the purposes of the Program. Under FERPA, the Agency is considered a University official with legitimate educational interest in accessing student records necessary for the completion of experiential learning.

#### IV. JOINT RESPONSIBILITIES OF THE UNIVERSITY AND AGENCY:

- A. **Coordination of Experiential Learning Schedules:** The duration and start dates of each experiential learning opportunity will be jointly decided by the University and

Agency, aligning as closely as possible with the academic calendar while meeting accreditation and licensure requirements.

- B. HIPAA Compliance and Student Involvement:** The Agency acknowledges its status as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”). To the extent that students are participating in an experiential learning experience at Agency such students shall:
1. Be considered part of the Agency's workforce for HIPAA compliance in accordance with 45 CFR Part 164.103 but shall not be considered as employees of the Agency.
  2. Receive and complete Agency-provided HIPAA training and adhere to all related privacy policies.
  3. Not disclose any Protected Health Information (PHI) obtained during their training that has not been de-identified, per HIPAA guidelines.
- C. FERPA Compliance:** Both parties commit to adhering to applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA regulations, ensuring the confidentiality of University student information, and Agency student information where applicable, obtained in the performance of experiential learning, and limiting the use of such information to purposes directly related to this agreement.
- D. Confidentiality of Client Information:** Both parties will keep confidential all client information related to the services provided under this Agreement unless disclosure is legally required. Non-compliance may lead to agreement termination and further legal action.
- E. Non-Discrimination:** The University and Agency pledge not to illegally discriminate against any individual based on race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. Both Parties will abide by all relevant laws and regulations.
- F. Insurance Requirements.** Each Party shall be responsible for providing and maintaining its own insurance coverage. The Agency shall maintain Comprehensive General Liability and Professional Liability Insurance for its agents, employees, and staff. The University shall maintain Comprehensive General Liability for the University and will ensure that students are covered by Professional Liability Insurance. All policies shall have coverage limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, either Party shall provide the other with certificates of insurance as proof of

coverage.

- G. **Appropriate Learning Environment:** The University and Agency share the responsibility of fostering a conducive learning atmosphere that includes both formal learning activities and the attitudes and values demonstrated by those interacting with students. The Parties will cooperate to evaluate the training program, which may include on-site visits.
- H. **Independent Contractor.** Nothing in this Agreement is intended nor shall it be construed to create an employer/employee relationship between contracting Parties or the students engaged in the practicum. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. This Agreement does not form a joint venture or partnership. Agency will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Agency furnish any medical or retirement benefits or any paid vacation or sick leave. Agency is responsible for conduct of its business operation.

## V. TERMS:

- A. **Term of Agreement.** This agreement shall become effective immediately and remain in effect indefinitely unless terminated by either party. This agreement may be modified upon request of either party or terminated by one party upon thirty (30) days written notice to the other. The ongoing nature of this agreement ensures continuous collaboration and provides stability and planning security for both parties. Should this agreement be terminated, students already scheduled for training will be permitted to complete their experience to safeguard the interests and educational continuity of the students involved.
- B. **Indemnification.** The University shall indemnify and hold harmless the Agency against all claims arising from personal injury, death, or property damage resulting from the negligent acts and/or omissions of students and employees. Conversely, the Agency shall indemnify and defend the University against claims resulting from the negligent acts and/or omissions of its employees. The University retains the right to investigate any claims of liability or discrimination involving its personnel or students.
- C. **Assignment.** Neither party may assign this Agreement or any rights or obligations herein without the other party's written consent, which shall not be unreasonably withheld.
- D. **Severability.** Should any provision of this Agreement be deemed invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of the Agreement, which will remain in full force and effect.

- E. **Notices.** All notices under this Agreement must be in writing. Notices are deemed delivered on the date of actual receipt or, if sent by confirmed facsimile, personal delivery, or overnight delivery service, on the date of dispatch or delivery to the provided addresses, unless otherwise specified.
- F. **Governing Law.** This Agreement is governed by the laws of the State of Oklahoma.
- G. **Execution in Counterparts:** This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which together constitute the same agreement. Digital signatures shall be considered as valid as original signatures.
- H. **No Third-Party Beneficiaries.** This Agreement benefits only the parties to it and their respective successors, employees, agents, assigns, executors and legal representatives during the initial term of this Agreement and any extensions thereof and does not confer rights or remedies on any third party.
- I. **Captions.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
- J. **Entire Agreement.** This document embodies the entire agreement between the parties, superseding all prior agreements, whether written or oral. Amendments or waivers of this Agreement must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

Oklahoma Baptist University

University Name

By: *Larinee Dennis*

Name: Dr. Larinee Dennis

Its: Provost, Chief Academic Officer

Date: 11/05/2025

Mangum Regional Medical Center

Agency Name

By: \_\_\_\_\_

Name: Carson VanZant

Its: Board Chair

Date: \_\_\_\_\_

E-mail: [cher@chmcok.com](mailto:cher@chmcok.com)

Phone: 580-782-3353

**APPENDIX A to MASTER AFFILIATION AGREEMENT  
BETWEEN  
OKLAHOMA BAPTIST UNIVERSITY  
AND  
Mangum Regional Medical Center**

1. The health profession Programs included in this Agreement include:

Physician Associate (equivalent to Physician Assistant)

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2. Specific requirements associated with one or more of these Programs:

**APPENDIX B TO MASTER AFFILIATION AGREEMENT  
BETWEEN  
OKLAHOMA BAPTIST UNIVERSITY  
AND  
Mangum Regional Medical Center**

Facilities of the System

1. Mangum Family Clinic  
118 S. Louis Tittle  
Mangum, OK 73554