

## Partnership Agreement Attachment A – 2018

# Tennessee Clinical Placement Partnership General Bylaws

The Tennessee Clinical Placement Partnership (TCPP) is a partnership between schools of nursing, other allied healthcare professional schools, healthcare facilities and other healthcare entities in which these organizations have chosen to use the Tennessee Clinical Placement System (TCPS) (owned and operated by Cyber Healthcare Solutions, LLC) as their clinical onboarding framework and toolset. As a partnership, the partners choose to benefit from the synergies of cooperation, participation, joint interest, and mutual respect.

### Article 1: Goals

- Section 1      The basis for partnership is to establish a strong working relationship between community and regional healthcare schools and providers.
- 1.1      The benefits of partnership for schools is the identification of and access to clinical learning opportunities for their students.
  - 1.2      The benefits for healthcare organizations is a strengthened employment pipeline of graduating healthcare professionals where both have had a chance to evaluate organizational “fit” for the potential employee.
- Section 2      Through the use of TCPS tools, common workflows streamline the process for clinical onboarding and data sharing for both the clinical and the educational partners.

### Article 2: Partnership

- Section 1      Partnership in the TCPP is voluntary and open to all schools of nursing or healthcare professional schools/programs of study (hereafter referred to as Schools), healthcare facilities or healthcare entities (hereafter referred to as Clinical Facilities) that support to the purpose and function of the TCPP organization.
- Section 2      Partnership in the TCPP does not replace any current or future Clinical Affiliation Agreements (CAA) between partner Schools and Clinical Facilities. Organizations continue to rely on their policies related to affiliation agreement content and student access.

Section 3 Previous and ongoing clinical placement relationships between Schools and Clinical Facilities will be honored and given priority in scheduling clinical placements using TCPS.

Section 4 Partnership is based upon the academic year calendar beginning on or about August 1 through July of the next calendar year. Initial partnership requires mandatory completion of: 1) a partnership agreement; and 2) an initial Partner Profile, identifying the primary contacts for the school or clinical facility, and baseline metrics as follows:

- 4.11 Schools: Expected User Headcount (HC) for the next/remaining academic year
- 4.12 Healthcare Organizations: Average Daily Census (ADC), Number of staffed beds, or other similar metric that defines the scale of the organization, and the number of expected non-partner users.

Section 5 Partnership Fees are calculated based upon metrics in the initial Partner Profile paid directly to TCPS.

- 6.1 Subsequent Partner Profile Reports will be submitted by partners annually in March to update contacts, HC/ADC metrics, and user data. This report is the basis of calculating the Partnership Fees for the subsequent academic year.
- 6.2 It is the responsibility of the Partners to verify and report any erroneous users that do not belong to their organization by the end of March.
- 6.3 User headcounts above the sliding scale will result in overage fees added to the next academic year Partnership Fee. The overage rate is communicated as a component of the Partnership Fees.

Section 6 Partnership Levels:

- 5.1 Full Partnership Status includes the use of TCPS PlacementPro for clinical placement management and TCPS OrientPro for online orientation of students and faculty to the healthcare environment.
- 5.2 Associate Partnership Status is available for organizations that only need access to TCPS OrientPro.
- 5.3 Managed Partnership Status is available for schools with small student volumes and/or out of the region sending students to a Tennessee facility partner. Managed Partner students have access to TCPS OrientPro and all placement and clinical requirement data is managed in PlacementPro by the TCPS Onboarding Manager. Managed Partners do not have access to PlacementPro.

Section 7 All partners within the TCPP must actively support and use the various tools related to the TCPS. TCPS Tools for Partners include:

- 7.1 **OrientPro** – provides an online orientation to the general healthcare environment and individual facilities for students and faculty.
  - 7.11 The General Orientation covers content that is the same throughout the healthcare environment, including mandates from The Joint Commission, OSHA, CDC, etc. This content is reviewed annually by clinical facility educators for ongoing appropriateness.
  - 7.12 Facility-Specific orientation content is supplied by the individual clinical facilities, building on the General Orientation

7.13 Facility partners have access to a limited amount of non-partner users for OrientPro based upon their ADC/Staffed Beds metric.

7.2 **PlacementPro** – provides an online database of clinical placement opportunities and assigned placements as well as managing the clinical requirements required by affiliation agreements for students and faculty.

7.3 The use of TCPS **EvalPro** is a premium service that assists partners with the collection of evaluation data suitable for accreditation and quality designations that is not included with partnership but may be purchased as needed on a sliding scale fee.

Section 8 All partners have the opportunity each year to provide user feedback and enhancement suggestions for the TCPS tools and processes.

Section 9 Partners may actively recruit other organizations into the TCPP to further develop the regional partnership. Organizations outside of Tennessee that routinely use a Clinical Facility for student learning opportunities may join a regional TCPP, or additional regions may be identified as appropriate. Recruitment efforts should be coordinated with the TCPS Program Director.

Section 10 Partners may withdraw their partnership agreement for the subsequent academic year by notifying the TCPS Program Director and Regional Partners in writing by March 1 of the current academic year. Access rights to the TCPS system will cease on or about July 15. Failure to notify the TCPS/Regional TCPP by March 1 will result in payment obligations for one-half the coming academic year. No refunds are provided to partners that choose to leave the partnership in the middle of the TCPS/Academic year.

### **Article 3: Regional Activities & Use of TCPS Tools**

Section 1 Partners will meet twice yearly and as needed with the TCPS Program Director to discuss regional business, use and enhancement of the clinical onboarding tools, and any other business appropriate to the group. All Partners are expected to participate in these meetings to have a voice in regional decisions & activities. Partners are also requested to serve periodically on the TCPS Review Board for quality improvement activities related to the TCPS Tools.

Section 2 Partners within the TCPP give preference to other partners over non-partners whenever possible. Preference order should be based first upon the same region, and then within other TCPP regions.

Section 3 Clinical placements for partners shall be granted only through PlacementPro. Faculty or other school representatives may not contact the facility units/departments with placement requests.

- Section 4 Partners will be diligent in protecting their access credentials and not share access for unauthorized use of the TCPS Tools with other individuals or organizations. Clinical Requirement data shall be accessed on a “need to know” basis and be handled based upon FERPA/HIPAA guidelines. Inappropriate use or disclosure of this information will result in loss of access to PlacementPro and additional disciplinary action based upon organizational policy.
- Section 5 Partners take full responsibility to abide by the Partnership Bylaws and report operational guideline violations or security issues to organizational leadership and/or the TCPS Program Director as appropriate. Should an organization be asked to leave the partnership for ongoing violations of the partnership bylaws, there will be no refund of any portion of the Partnership fee for that academic year.
- Section 6 Clinical facilities and schools should attempt to resolve any onboarding issues. If the partners are unable to resolve disputes, then the issue can be referred to the TCPS Program Director and/or a small group of partners for mediation. Partners for mediation will be selected based upon the nature of the issue. Each disputing partner may select two individuals from the partnership to hear the details of the dispute. The TCPS Program Director will also choose an individual for a total of a 5-member group that will come together to assist in the resolution of the issue for a win-win or neutral outcome as possible.

#### **Article 4: Amendments & Review Cycle**

- Section 1 The TCPP Bylaws may be amended through consensus of the regional partners for partner-related changes and with agreement from Cyber Healthcare Solutions, LLC for all business operations-related changes.
- Section 2 The TCPP Bylaws are reviewed every 3 years. The review process will be facilitated by the TCPS Program Director and provide for all partners an opportunity to review and have input into any proposed changes.

#### **Article 5: Dissolution**

- Section 1 The TCPP partnership may dissolve the partnership by a full vote of the regional partnerships if the functions of the TCPP are no longer needed or effective. The motion for dissolution must be introduced at the fall regional meeting and voted upon at the spring meeting for the following academic year.
- Section 2 Dissolution will be effective at the end of the current academic year and organizational placement and orientation data assets shall be distributed to the partners. Cyber Healthcare Solutions, LLC will retain all rights to the TCPS tools and its aggregate data.

Approved by the Regional TCPPs: March 2018

Next Review: Spring, 2021