



Managed Partner Policies AY2023-2024:

An addendum to the Managed Partner Agreement between Schools and TCPS.

Background, Ownership & Licensures

The Total Clinical Placement SystemSM in Tennessee (hereafter “TCPS”) is a proprietary SERVICE provided by Cyber Healthcare Solutions, LLC. Partnering with healthcare professional programs of study and healthcare organizations throughout the country, the services have been designed to increase access to clinical placements and streamline the clinical onboarding process for students, faculty, and clinical facilities. Cyber Healthcare Solutions, LLC holds all copyright, licensing, and intellectual rights to the TCPS Tools and aggregate data. Facility partners are responsible for their content presentations housed within the TCPS OrientPro server.

“Partnership” with TCPS

TCPS uses the term “partnership” and “partners” not as a financial business model, but to describe the common goal of onboarding for healthcare professional students to provide clinical learning opportunities. It requires cooperation on both sides of the clinical placement.

1. Schools need healthcare organizations to work with them to provide real-world high-quality health experiences for their students.
2. Facilities need the students in their organization as a recruiting tool to support their employment pipeline. Partnering with TCPS as a Managed Partner provides the school with access to the TCPS Clinical Onboarding Tools and our Onboarding Team to assist with the clinical placement of students. In many cases, partnership with TCPS is required by the facility as a component of the affiliation agreement.

TCPS Compliance with Federal & State Mandates

TCPS is not under any limitations related to providing services to any state, federal, or private entity. TCPS does not utilize any services provided by any illegal immigrants or those on any federal or state listing of any excluded individuals or organizations in providing services to the School and Facility Partners.

1. TCPS does not hire or contract with individuals based on gender, race, religion, political views, marital and family status, disability, or any other characteristic protected by discriminatory federal laws. Employees and contractors must speak English and be US citizens or legally approved to work within the United States.
2. Harassment, sexual, and otherwise is against the law. It is not tolerated within the TCPS Team, nor is it tolerated between our partners and the TCPS Team. Concerns related to any form of harassment are handled on an individual basis via a neutral member of the TCPS team and may result in the termination of the individual and/or partnership, or other legal requirements.

Partnership Agreement with TCPS

TCPS requires a partnership agreement between the Managed Partner School and TCPS.

1. The Managed Partner Agreement for services and these related TCPS policies are the entire agreement between TCPS and Managed Partner Schools. If there should be any provisions in the agreement that are invalid based upon the state of Tennessee or the jurisdiction of the Managed Partner School, the remaining agreement/policy content stands as written.
2. Partnership with TCPS does not construe any level of an employer-employee relationship between TCPS, schools, or facilities.

3. The agreement represents the entire understanding of the services provided to the Managed Partner School by TCPS. Any changes will require a new partnership agreement between the school and TCPS. Digital Signatures are accepted by TCPS and a fully executed agreement is returned to the Managed Partner School once both parties have signed.
4. Typically, a Managed Partner represents a single program of study at a specific college or university. Should there be several healthcare programs of study needing managed partnership status from a single university or college, a single partnership agreement may be used, but must list which programs of study are covered. We do not mix student data between programs of study to ensure FERPA and HIPAA compliance.
5. TCPS does not mandate signatory requirements for the Managed Partner School. It is the school's responsibility to have the appropriate individual sign the agreement based on school policy. Failure of the school to have the appropriate individual sign the agreement does not invalidate the agreement, and all service access and payment responsibilities the agreement represents.
6. **TCPS does not edit Partnership Agreements/Policies based on school requests.** Located in Tennessee, TCPS uses the local governing law and jurisdiction for any legal matters that originate from TCPS. Managed Partner schools that originate a legal matter may do so in their state or jurisdiction. If critical information needs to be included from the school side, an addendum to the agreement can be discussed and potentially used.
7. A copy of these policies is distributed with the initial partnership agreement, and yearly in August or on renewal to reflect any needed changes based on Tennessee Law or from our partner facilities for a new academic year. Should any policy change create an invalid practice for a Managed Partner, the school may notify TCPS to remove partnership status until it is resolved.

School Clinical Affiliation Agreements and TCPS

Partnership with TCPS does **NOT substitute** for clinical affiliation agreements between the school and the facility. The Managed Partner School remains responsible for the student, their clinical requirements, and all actions during the clinical placement at a TCPS-affiliated facility as specified in that facility's affiliation agreement. TCPS assumes no liability for the requirements outlined in these affiliation agreements, nor does TCPS mandate content or policy related to the facility's clinical onboarding requirements. **Schools should secure their clinical affiliation agreement with a TCPS facility partner BEFORE requesting a partnership with TCPS.**

Managed Partnership Terms

Partnership status is based upon the TCPS academic year, August 1, 20XX – ~July 10, 20XX. The TCPS Orientation is closed in the middle two weeks of July for updates to be installed for the new academic year. Due to the nature of managed partner clinical placements, a school may or may not need to maintain partnership status each academic year with TCPS.

1. Partnership Agreements are valid for 5 years. New partner schools that join in May/June for the summer academic term are extended partnership through the following academic year.
2. Renewal: Each August, TCPS will contact the school to communicate any new policies/procedures and request renewal. The schools may renew in August if they know students will need onboarding services for the new academic year, or the school may wait until a placement is identified and reach out for renewal at that time.
3. Inactive Status: Schools that do not renew in August are placed on INACTIVE Status until the school renews the partnership. Inactive schools are contacted each August to determine if renewal is needed.
4. Should the school need to use the Managed Partner services in the future after their agreement has expired, a new agreement and related new partner fees will be required.

Partnership Fees & Payment Terms

1. The annual Partnership Fee for AY2023-2024 is \$100 per program of study. Subsequent annual Partnership Fee rates are communicated by early August of each academic year.
2. There is an initial Setup Fee of \$50; plus \$25 per additional program of study on the agreement, if applicable. This fee covers the addition of the Managed Partner School (and related programs of study) to the TCPS Information Systems. This Setup Fee is only paid by NEW partners with TCPS.
3. Initial partnership/setup fees are invoiced to the school and are **due within 30 days of the invoice date**. We do not hold a student's start date based on school payment. A Late Fee of \$50 will be added to the unpaid invoice after 45 days from the invoice date. **Failure to pay on time may result in students not starting their clinical placement on time or the facility pausing/canceling the placement.** Payments not received within 60 days of the invoice date will be turned over to collections with an additional \$50 late fee for a total of \$100 in late fees.
4. Partnership Fees may be paid by check, ACH, or credit card online via our Partnership Fee Portal. We do not accept "wire transfers" of funds. Use of a credit card includes a 3.5% service fee that is charged by STRIPE, our contracted online payment processing service.
5. Students will not receive final approval to start clinical rotations until all student fees are paid. This is inclusive of all applicable fees outlined below.
6. Emergent onboarding can usually be done within 10 business days **once the signed partnership agreement is in place** if everyone works together. Ten days assume that the student already has all clinical requirements that are listed in the facility's affiliation agreement. (Note that COVID vaccines/waivers have been added by most facilities and may not be listed in your clinical affiliation agreement. Assume COVID documentation is required.) **Emergent onboarding should be a RARE occurrence**, not routine. Emergent onboarding can only be done based on Onboarding Manager availability and if all student requirements are complete.
7. An Emergent/Rush Fee of \$25 is applied to any student registration for onboarding with a clinical start date of <2 weeks **after the initial student registration**. This fee may be paid online by the school/student prior to the student receiving final approval.
8. Student Placement Fees:
 - The per-student placement fee is \$50 for the first placement in an academic year. This fee includes ONE user account for the student in the OrientPro system. If the student creates a second user account, they must pay an additional \$50 before being approved to start their clinical placement.
 - If the student has two placements in the first term of service, no additional fee is required if all data is submitted at the same time.
 - If the student has a subsequent placement in the academic year, the fee is \$25.
 - For additional placements during the academic year there is no additional charge unless there are any missing/out-of-date clinical requirements AND/OR an additional facility orientation is needed. In this case, the fee \$25 fee
 - Students are directed back to the Managed Partner Portal to pay for additional placement(s) and then to complete any additional facility orientation as needed. Additional clinical requirements may need to be submitted by the school.
9. Students (or the school) must pay the per-student fee online via the Managed Partner Student Portal. No service charge is added to the per-student fee. **Schools will NOT be invoiced for students.**
10. Should a school determine that the student will be responsible for all fees, students will be directed to pay via the Managed Partner Portal using a credit card for the combined partnership /setup fees plus the per/student fee. No invoice will be provided to the school.
11. **Partnership Fees are non-refundable if a student has been registered in the portal.**
12. **All student fees are non-refundable if the student has completed any online orientation module or if clinical requirements management data has been submitted to the TCPS Onboarding Manager by the school.**

13. TCPS also reserves the right to revoke partnership status when there is a consistent failure to communicate promptly. Partners that consistently fail to meet timelines for requirement submission consuming an excessive amount of the Onboarding Manager's time, may be charged an additional service fee of \$50/student to offset the additional work time needed by the TCPS Team to onboard students. This will be discussed with the Managed Partner as appropriate, before incurring the fee.
14. When additional programs of study at Managed Partner School need to use TCPS services, they will be billed the additional setup fee and partnership fee upon their request for services.
15. Should a Managed Partner with TCPS convert to a Full/Associate Partner, there is a \$50 conversion fee to cover making the necessary changes in the various TCPS information systems.

The TCPS Team

1. The TCPS team is qualified to perform their assigned duties. Ongoing education is provided related to the clinical placement process and the requirements of credentialing bodies for healthcare entities.
2. The Onboarding Managers for TCPS are healthcare professionals with an understanding of student placements and the related requirements from each of our TCPS Facilities. They are well versed in clinical requirements, and HIPAA and FERPA guidelines, and sign a confidentiality agreement yearly aimed at always protecting the data stored in the TCPS information systems.

Partner Interaction and Use of TCPS Tools by Managed Partners

1. Managed Partners are expected to provide a single point of contact per program of study for the TCPS Onboarding Team. Typically, this individual is referred to as the Clinical Placement Coordinator (hereafter **CPC**) The CPC is responsible for following the outlined process and interacting promptly with the assigned Onboarding Manager (hereafter **OM**).
2. **Students should not contact the TCPS Team**; all communication with the TCPS Team should come from the **CPC**.
3. Managed Partners do not have access to the TCPS PlacementPro tool that tracks placements and the clinical requirements of students. All data is entered by the assigned TCPS **OM** from the information provided by the school's CPC.
4. The School **CPC** will have access to the online CPC Resources via the TCPS Managed Partner Portal. Resources in this section include communication tools, newsletters, clinical requirement listings by facility, policies, etc. Online payment options are also available via the portal. Access is controlled via a CPC Password which is provided upon joining and/or renewing. This password changes each academic year and as needed should a breach occur. Portal URL: <https://tcps-us.com/p/managed/>
5. Students will use our OrientPro system to complete all facility mandated orientation requirements.
6. The Onboarding Manager will use our our PlacementPro tool to manage the student's placement and their related clinical requirements.

Placement Process Timelines

The **CPC** must provide the needed data based on the timeline identified for the proposed placement start date. Should this data not be submitted as specified in the timeline, there will most likely be delays in student approval to start their clinical learning opportunity. Expected timelines:

1. **Three to four (3-4) weeks before the proposed placement start date** register the student using the online registration form in the CPC Resources section of the TCPS Managed Partner Portal. Shorter, emergent timelines MAY be feasible but cannot be promised and should NOT be a routine occurrence!

2. **Two (2) weeks before the proposed start date**, the CPC must have submitted all required clinical requirements data and any required forms; and the student should have completed all assigned orientations. NOTE: Rush Fees may apply!
3. **At a minimum, all student information should be submitted to TCPS at least 7 working days before the start date.** Shorter timelines MAY be feasible but cannot be promised.
4. **Potential Facility Delays:** At peak times such as the beginning of a term, facility approvals may take 3-4 days once the information is submitted to the facility based on student volumes.
5. **All student placement data is processed in the order it is received.** Late submissions are not moved in front of other data that were submitted on time.
6. **Holiday Seasons:** During typical holiday seasons and the summer, be aware that the timelines may be extended due to the vacations/time off by our Facility Contacts. The TCPS Team coordinates time away to cover vacations throughout the year which should not impact timelines. TCPS will be closed from December 18, 2023, through January 2, 2024. **Should you have placements that begin before January 15, students must be registered by December 1, and all data must be submitted by December 11, 2023.**
7. Additional timeline information will be communicated as needs/changes arise. Additional timeline and calendar information are available on the website.

Placement Process

To manage the hundreds of students TCPS places each academic term, the process must be followed to avoid unnecessary delays.

1. Schools or students typically identify a preceptor at a TCPS facility that has agreed to mentor the student. Note that some facilities require that the placement also be approved through a department that coordinates students. It is the school's responsibility to communicate with the facility/preceptor as outlined in the Facility's Clinical Affiliation agreement.
2. A preceptor agreement form between the student and the preceptor may be required by the facility that essentially states that the preceptor agrees to mentor the student for the precepted placement. This form, if available must be submitted as a part of the clinical requirements for the student.
3. Once the preceptor/facility has agreed to the placement, the CPC should register the student for placement using the registration form on the TCPS Managed Partner Portal. This should occur 3-4 weeks before the proposed placement start date!
4. Based on the placement data, specific information will be provided to the CPC from the TCPS OM. It is the CPC's responsibility to share this information with the student and ensure they understand what is required. These instructions will include:
 - a. **Timelines** for process completion are based on the requested start date of the placement. These timelines are critical to an on-time start!
 - b. The required **TCPS Clinical Requirements Spreadsheet (CRSS)** is used to record the specific clinical requirements for a given student/facility placement.
 - i. The data requested on the CRSS is identified by the healthcare facility affiliation agreement. Most data are simply recorded as a review or expiration date by the school. TCPS does NOT require formal immunization records, background check results, drug screen results, etc. as separate documents for upload unless it is specified by the facility.
 - ii. This CRSS should be encrypted with a password by the school before sending the information via email attachment. Instructions for this process are provided in the onboarding instructions.

- iii. The CRSS may be completed by the student, BUT the CPC must digitally sign the CRSS to attest that the data is **accurate and complete**. **Unsigned and incomplete CRSS will NOT be accepted and can delay the onboarding process.**
 - c. **Specific online orientation directions** for accessing the TCPS OrientPro Tool will be provided to the CPC to share with the student. These instructions will include which orientations are required based on the program of study and facility placement, and how to access the payment portal. Upon payment, the student is provided the password to access the online orientation content.
 - d. **Required Documents:** If additional requirements such as digital copies of drivers' licenses, BLS cards, etc. are requested by the facility, these should be submitted along with the CRSS. (See **Student Use of OrientPro** below for more information)
- 5. The CPC will send all required information including the completed CRSS and any requested documents in a single email to the TCPS OM at least 2 weeks before the placement start date. Remember, **incomplete forms are not processed and can delay the student's start date**. The OM will notify the school CPC of the missing information by email. The entire CRSS that includes the missing information must be re-submitted. TCPS can NOT take pieces of information via email.
 - 6. Orientation completion status is transferred automatically from the OrientPro system the next business day following the student's completion of the assigned content.
 - 7. When all requirements are in place including orientation completion, the OM will submit the student's digital file to the facility for review via TCPS PlacementPro.
 - 8. Once approved by the facility, the OM will notify the CPC. If rejected, the OM will notify the CPC about any additional related requirements or the reason for rejection. **NOTE:** Some facilities will not allow students to be in the organization if they have been previous employees who left the organization in a manner that placed them on a DO NOT REHIRE list. This is often an unknown factor that can cause a student to be rejected even though all clinical requirements from the affiliation agreement have been met.
 - 9. The OM will keep the CPC apprised of the progress of key events on the onboarding timeline. Expect to hear from the OM as follows:
 - a. Confirmation of Student Registration and Orientation Packet that includes timelines for the CPC to follow – within 1 business day after registration.
 - b. Receipt of submitted requirements (CRSS & any required documents) – within 1 business day of receipt
 - c. Confirmation of student digital file submission to the facility – typically within 3-4 business days following receipt of CRSS/documents. Factors that can delay this confirmation include missing orientation and failure of the facility to approve the placement in PlacementPro.
 - d. Approval/Denial by facility – typically the same business day that the approval/denial was confirmed by the facility.
 - 10. Additional considerations:
 - a. Flu immunization data for students with fall placements that start before October 1 must be submitted using the provided submission form by October 1. Placements that begin in late September should include the Flu immunization information whenever possible.
 - b. Missed deadlines for data submission by the CPC or orientation completion by the student will most likely delay start dates. CPCs and Students are expected to follow the instructions provided by the OM – so please READ and FOLLOW these directions to avoid needless delays.
 - c. TCPS does not have any specific information related to badges and other access credentials. We recommend that the student communicate directly with their preceptor or the facility's Human Resources department to obtain this information **once they have been approved** for the placement.

- d. When a student has a placement at a facility where they are also an employee, they are rarely allowed to omit components of the onboarding process since as a “student”, the school retains liability for their activities in the facility.

Student Use of OrientPro:

1. The CPC is provided with a student user guide for accessing the online orientation known as OrientPro.
2. There is a GET HELP link on the site that students may use if they are having difficulty.
3. The online General Orientation content in OrientPro is designed to meet the regulatory-mandated orientation content for most clinical facilities. The content is reviewed annually by facility partners serving on the TCPS Review Board and updated as needed during the two scheduled system downtimes each academic year.
4. Major updates to the OrientPro content are made during the July downtime; updates may be made during an early November downtime for the January term. The Managed Partner OrientPro portal is NOT available during the middle two weeks of July for these updates to be added for the new academic year. Downtime dates are posted on the TCPS Managed Partner Portal.
5. Completion of the General Orientation program is required for all students before the start of their first clinical placement each academic year. This content is only required once per year barring any major changes for January that occur related to healthcare regulation changes. (A recent example was the COVID-19 vaccination rulings by CMS for Healthcare Professionals!)
6. Completion of assigned facility-specific orientation(s) is/are required **two weeks before the start date** of the clinical placement. A facility-specific quiz or online attestation statement is required for all facility-related orientation content to document completion. The successful completion of this quiz/attestation is a component of the student’s clinical requirements.
7. The facility-specific orientation may also provide access to forms that must be signed and submitted as a component of their orientation completion. These forms should be submitted to the CPC by the student and forwarded to the OM. A list of these forms is provided to the CPC in the initial instructions from the OM.
8. When completing any online orientation quiz, the Managed Partner student may only create ONE user account for the academic year. Should a student create a second account, the student must pay an additional fee of \$50 before the clinical placement start date or the student will be rejected and will not be allowed to begin the clinical placement. The school will be notified when the second account is created and be provided instructions for the student to pay for the second account. The student will not be cleared for clinical until this payment is made.
9. If the student has a subsequent placement at a TPCS facility this academic year, instructions will be provided on how to pay for the additional placement (\$25). They may also need to return to the online orientation to take the facility-specific orientation in Step 2 of the orientation process. They should NOT create a new quiz account in the system! If they have forgotten their quiz account username/password, please have them use the GET HELP link on the website to request this information.

Privacy and Liability Policies for TCPS Information Systems

1. The TCPS Managed Partner Portal only tracks information that is provided by the school and student. Credit card information is processed via STRIPE. Privacy policies for STRIPE can be found at <https://stripe.com/privacy>
2. As the student begins the online orientation process, they digitally sign a confidentiality agreement related to any data they may encounter related to patients and a FERPA release that permits TCPS to share their clinical requirement and orientation completion data with their assigned facility during the time of their clinical placement.
3. All Clinical Requirement data submitted by the school related to affiliation agreement requirements are stored in the PlacementPro app on the TCPS HIPPA-compliant server. The process design of information sharing between

TCPS Clinical Facilities is time-sensitive and consistent with FERPA/HIPAA guidelines related to “need to know”. All student data is removed from facility view once the clinical placement end date occurs. TCPS does not share ANY CR data with any individual that does not have a specific “need to know”.

4. Clinical Requirement data remains encrypted on the TCPS server in an archived format for 18 years following the end date of the clinical placement to provide longitudinal access should a legal question/case be filed in a court of law. The period of 18 years covers any patient claim/encounter that the student may be involved with from birth to 18 years of age.
5. TCPS maintains General and Information Management Liability insurance. A certificate of coverage is available upon request.

Data Collection

The security of data is at the forefront of the design and use of the TCPS Clinical Onboarding tools. There are two types of data stored in the TCPS Information Systems.

1. Clinical Requirement (CR) data is comprised of health requirements specified by the various clinical facilities’ affiliation agreements. This data is protected under the related Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, hereafter **HIPAA**. Exchange of data between the school and the TCPS Team is handled securely via an encrypted spreadsheet.
2. Orientation Completion data is recorded as a digitally signed attestation or passing a quiz reflecting the orientation content presented to students and instructors in preparation for clinical learning opportunities. This data is protected by the Family Education Rights and Privacy Act of 1974, hereafter **FERPA**. Completion data is transferred by the TCPS team from the content management system to PlacementPro.

Clinical Requirement (CR) data is driven by the facility’s specific criteria as listed in the clinical affiliation agreement between the school and the facility. TCPS does not mandate any CR data to be collected and/or stored in TCPS PlacementPro:

Example data includes, but is not limited to, and based on additional facility requirements:

- Name, school, program of study, school/employee ID, and email address. The last 4 of the social security number and birthdate are required by some facilities and only entered by the school if required by the assigned facility.
- Immunization dates for MMR, Varicella, HepB, Tdap/Td, Flu, and COVID vaccinations in keeping with the Center Disease Guidelines vaccination requirements for healthcare workers.
- TB Initial Testing & Annual Screening status in keeping with the Center Disease Guidelines vaccination requirements for healthcare workers.
- Date of clear Drug Screen as outlined by federal and state regulations for healthcare organizations.
- Date of passing Criminal Background check as outlined by the OIG and state regulations.
- Expiration date of Malpractice/Liability Insurance
- Date of BLS or other life-saving training appropriate to the role
- Date of physical examination to clear for clinical activities.
- Date of verification of health insurance
- Date of N95 Fit test
- Date/results of Color-Blindness Screening

Orientation Completion (OC) data is recorded for each student through a FERPA-compliant content management system. Data stored include the individual name, school, program of study, student/employee ID, and that the student/instructor has documented completion either through an attestation statement or by passing a quiz and the related score. The Student/Employee ID is a unique identifier provided by the school instead of the

previously used Social Security Number. If a school does not wish to have the individual use this identifier, they may create another unique identifier for the individual and have the individual use this identifier when asked for their Student/Employee ID.

Data Security

The systems and process design of information sharing between partners is time-sensitive and consistent with FERPA/HIPAA guidelines related to “need to know”. Facility Partners, as well as the TCPS team, are trained in the use of PlacementPro including standard data security practices.

The inherent security design of PlacementPro includes:

- Access requires a two-factor login that is specific to the user.
- Geolocation/IP monitoring flags access and triggers contact with the specific user to confirm their login.
- Idle screen timeouts are in place to protect data.
- TCPS uses a 3rd party website security scanning service at the server and application level to monitor potential security issues.

Force Majeure - TCPS and its Partners (hereafter Entities) shall not be liable or responsible to each other, nor be deemed to have defaulted or breached the Partnership Agreement when activities related to partnership and clinical onboarding are halted related to a condition or event (for example, natural disaster, acts of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party’s reasonable control. The Entities shall negotiate timely resolutions and remedial measures in respect of the impact caused by force majeure.

Partner Non-Compliance –As a partnership, it is expected that all partners adhere to the TCPS Policies and Guidelines in this document. The TCPS Team will notify any partner that is in violation to determine if additional training is needed – or if issues exist that prevent the Partner from following the TCPS Policies and Guidelines. A mutual resolution will be identified and pursued whenever possible. Continued, willful violation of the TCPS Policies and Guidelines can result in warnings, increased fees, fines as identified for specific infractions, loss of partnership, and potential regulatory fines related to security breaches.

Updated: 7/2021, 6/2022, 6/2023