

**CLINICAL EDUCATION AGREEMENT
BETWEEN**

[SCHOOL NAME]

AND

[FACILITY NAME]

This Clinical Education Agreement is made the _____ day of _____, 2012, between **[SCHOOL NAME]** (the "School") and **[FACILITY NAME]** (the "Facility").

WHEREAS,

A. The Facility is a **[tax-exempt nonprofit New Jersey corporation]** which provides, either directly or through its hospitals and other health care facilities, medical services to individuals in need of care and is committed to participating in the education of persons seeking to enter the health care professions; and

B. The School has a curriculum leading to a **[name type of degree e.g. masters]** degree in **[name clinical field of study, e.g. Nursing]**, which curriculum includes clinical education and experience.

C. The School desires the assistance of the Facility in developing and implementing the clinical education phase of its curriculum known as clinical education, and the Facility wishes to assist School in developing and implementing the clinical education experience for School's **[field of study]** students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, School and the Facility agree as follows:

1. Mutual Responsibilities of School and the Facility
 - 1.1 School and the Facility will establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.
 - 1.2 School and the Facility will determine the number of students to be assigned to the Facility and required to achieve the established educational objectives.
 - 1.3 In accordance with applicable law, School and the Facility will not discriminate against any School student because of age, race, color, religion, sex, handicap status, veteran status, sexual orientation or national origin.

- 1.4 School and Facility will agree upon a process to evaluate the performance of the assigned student(s) in writing, using forms provided or approved by School. Evaluation materials will be forwarded or delivered to School after the conclusion of the clinical education assignment at the Facility.

2. Responsibilities of School

- 2.1 School will assume overall responsibility for developing and implementing the educational program in the **[field of study]** Program.
- 2.2 School will refer to the Facility only those students who are enrolled in School's **[field of study]** curriculum and who have satisfactorily completed the academic prerequisites for clinical education experience.
- 2.3 School will designate a person or persons to coordinate the clinical education programs at Facility ("Program Coordinator") and to act as liaison for School, the Facility, and the student(s). School shall provide verification of the current licensure of each instructor assigned to the clinical rotation.
- 2.4 School will obtain Facility's approval of its planned schedule of student assignment(s), including the dates of clinical experience(s), the name and credentials of the Program Coordinator, the name(s) of the students, and the level of academic and pre-clinical preparation of each student at least thirty (30) days prior to the start of the clinical rotation
- 2.5 School will maintain communication with the Facility on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site visits to the Facility, workshops, meetings, and the provision of educational materials relevant to the clinical education program.
- 2.6 School will instruct students assigned to the Facility of their responsibility for complying with: (i) the standards of the Joint Commission; (ii) all applicable federal, state laws, regulations, and rules; (iii) the administrative and ethical policies of Facility and the Bylaws, Rules and Regulations of Facility's medical staff, all as may be amended from time to time, and will ensure that each such student has agreed in writing, prior to commencing his/her educational experience at the Facility under this Agreement, to be individually bound by all applicable terms of this Agreement, including any physical examination requirements of the Facility and all applicable laws. Without limiting the generality of the foregoing, the School and the Facility agree that the terms and conditions of the attached Clinical Affiliation Orientation Packet are made a part of this Agreement.

- 2.7 School agrees to indemnify, defend and hold harmless Facility (and its parents, trustees, directors, officers, employees and agents) (the “Indemnified Parties”) from and against any liability, claim, action, loss, cost, damage or expense incurred or suffered by any Indemnified Party, directly or indirectly, arising out of the acts or omissions of School, its trustees, directors, officers, faculty, students, employees and agents) (the “School Parties”) under or relating to this Agreement. However, none of the foregoing obligations apply to any acts or omissions of the Indemnified Parties arising under or relating to this Agreement, and School expressly reserves the right to assert against the foregoing any claims or damages suffered directly or indirectly from such acts or omissions.

Without limiting the generality of the foregoing, School agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any liability, claim, action, loss, cost, damage or expense incurred or suffered by any Indemnified Party, directly or indirectly, arising out of: (i) a breach of this Agreement by any School Party; (ii) any inappropriate release or misuse of Facility’s Information by any School Party; (iii) any breach of the confidentiality provisions contained in this Agreement by any School Party; or (iv) any violation by any School Party of any state or federal law or regulation governing the protection of protected health information.

- 2.8 School agrees to maintain at its own expense during the term of this agreement, and any renewal thereof, the following insurance coverages:
- A. Comprehensive General Liability insurance in an amount not less than \$1,000,000.00 dollars.
 - B. Professional Liability Insurance in the amount not less than \$1,000,000.00 dollars per occurrence and \$3,000,000.00 dollars annual aggregate
 - C. Statutory Worker’s Compensation or a program of self-insurance.

D. The School will ensure that each student is covered by his or her own Professional Liability insurance with a minimum coverage of \$1,000,000.00 dollars per single occurrence and a \$3,000,000.00 dollars annual aggregate for its students in accordance with N.J.A.C. 13:37-1.11 6.

The School shall cause the insurance carriers to issue certificates of insurance noting that the insurer undertakes to notify the Facility in writing thirty (30) days prior to the effective date of the termination or cancellation of any such policy. If at any time any Faculty member assigned to the Nursing Program at the Facility ceases to be insured under a policy of errors and omissions (professional liability) insurance on an occurrence basis, the School shall be responsible for purchasing "tail"

coverage for such policies unless, under the terms of such policies no "tail" coverage premium is required for such Faculty assigned to the Nursing Program at the Facility to be covered for professional liability relating to acts or omissions which occur during the term of this Agreement. For purposes of this Section, the term "tail" coverage shall mean errors and omissions (professional liability) coverage which converts to an occurrence policy in order to provide insurance protection for any liability exposure incurred during the term of a claims-made policy.

- 2.9 School reserves the right to terminate a clinical education assignment if School determines that conditions at the Facility are detrimental to student learning.
- 2.10 School will provide Facility with evidence that each student assigned to Facility meets Facility policy regarding fire safety and blood-borne pathogen training.
- 2.11 School certifies that it, and its employees, students, independent contractors or other agents, who will perform services in Facility pursuant to this Agreement are not currently and have never been suspended from participation in or subjected to any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare or any other federal or state health insurance program.
- 2.12 School acknowledges and agrees that it has received a copy of the Facility Code of Conduct and Business Ethics, and that during the term of this Agreement, School and any employees, students, independent contractors or agents providing services in Facility under this Agreement will abide by the terms of the Facility's Code of Conduct and Business Ethics.
- 2.13 School agrees that students and any faculty members placed at Facility shall furnish proof of immunity against communicable diseases, including Rubella, Rubeola and Varicella Zoster. Each student and faculty member shall have passed a full examination of a scope and within time periods acceptable to Facility, and each student and faculty member at the time of said physical shall have had a current TB skin test and meet all applicable standards and regulations re TB and other testing. All faculty members and students must furnish evidence of HBV vaccination or evidence they have been offered the HBV vaccination by their educational institution and have declined. School will educate students and faculty about Universal Precautions and the importance of utilizing Universal Precautions while treating patients.

3. Responsibilities of the Facility

- 3.1 The Facility will have ultimate responsibility for patient care at the Facility and will comply with all applicable laws and regulations.
- 3.2 The Facility will designate one person to serve as coordinator of clinical education for the Facility and to act as liaison with School. The designated person for the Facility is the Director of Nursing.
- 3.3 Facility retains the right to remove any student or faculty member it determines to be unacceptable. Notice of such removal shall be in writing to the program director designated by the School and shall be effective upon receipt of such notice; provided, however that where such removal is made for reasons related to the safety and welfare of patients, no written notice shall be necessary, and the removal shall take place immediately.
- 3.4 The Facility will provide first aid and emergency care for students while on clinical education assignment on the property of the Facility, and may charge School, students or faculty reasonable fees for such services.
- 3.5 The Facility will maintain the confidentiality of all student records produced by it or furnished to it by School and will not disclose such information except as School may request for its own use or as the student may direct.
- 3.6 Facility agrees to indemnify, defend and hold harmless School (and its trustees, directors, officers, faculty, students, employees and agents) (the "Indemnified Parties") from and against any liability, claim, action, loss, cost, damage or expense incurred or suffered by an Indemnified Party, directly or indirectly, arising out of the acts or omissions of Facility (and its trustees, directors, officers, employees and agents) (the "Facility Parties"). However, none of the foregoing obligations apply to any acts or omissions of any Indemnified Party and the Facility Parties expressly reserve the right to assert against the Indemnified Parties any claims or damages suffered directly or indirectly from such acts or omissions.

Without limiting the generality of the foregoing, Facility agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any liability, claim, action, loss, cost, damage or expense incurred or suffered by any Indemnified Party, directly or indirectly, arising out of: (i) a breach of this Agreement by any Facility Party; (ii) any inappropriate or unauthorized release or misuse of School's information or student records by any Facility Party; (iii) any breach of the confidentiality provisions contained in this Agreement by any facility Party; or (iv) any violation by any Facility Party of any state or federal law or regulation governing the protection of protected health information.

4. Responsibilities of the Student. School agrees to ensure that each Student assigned to Facility comply with the provisions of this section.
 - 4.1 The student is required to comply with all applicable policies, procedures and rules of the Facility, School, and all applicable laws and regulations.
 - 4.2 The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment.
 - 4.3 The student is responsible for demonstrating professional behavior appropriate to the environment of the Facility, including protecting the confidentiality of patient information and maintaining high standards of patient care.
 - 4.4 School will ensure that each Student executes the Student Agreement contained the Clinical Affiliation Orientation Packet attached to this Agreement.
5. Independent Contractor Status. The parties acknowledge that School and its staff are independent contractors of Facility. In no event will School or any of the staff or students be deemed a joint venturer, partner, employee, or agent of Facility by virtue of this Agreement. Facility has no control over the manner or method by which School meets its obligations under this Agreement; provided, that the services to be provided by School and its students will be performed in a competent and efficient manner in accordance with current professional standards and also that is in compliance with the policies of the various governmental, and private organizations.
6. Consideration. There is no monetary consideration paid by either party to the other. Rather, the parties acknowledge that the program described in this Agreement is mutually beneficial and is the sole consideration. The parties will cooperate in administering the program in a way to increase the benefits realized by both of them, so that School can offer its students clinical education of high quality and Facility can have access to health care advances, can further the development of health care professions, and can recruit students for future employment.
7. Term. This Agreement shall become effective as of _____, 2012 and shall remain in effect for three (3) years unless otherwise sooner terminated as hereinafter provided. Either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that any student(s) currently assigned to the Facility at the time of notice of termination shall be given the opportunity to complete his/her or their clinical education assignment at the Facility, such completion not to exceed three (3) months.

8. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For the School:

[NAME]
[TITLE]
[SCHOOL]
[ADDRESS]
[CITY, STATE, ZIP]

For the Facility:

**RITA SMITH
SENIOR VICE PRESIDENT AND CHIEF NURSING OFFICER
JERSEY CITY MEDICAL CENTER
355 GRAND ST
JERSEY CITY NJ, 07302**

9. Confidentiality Obligations.

9.1 Obligations of School.

9.1.1 School agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by Facility, as required by this Agreement, or as required by law, Facility's Information or any other matter or thing learned or acquired by School or any of its students, employees, agents or subcontracts through Schools' association with Facility that is not otherwise available to the public. In the event of a disclosure required by law, School will provide facility with at least 2 business days' written notice prior to any such disclosure. "Facility's Information" shall mean all information of Facility, whether written, electronic or oral, that contains protected health information (as defined by applicable federal or state law or regulations), secrets or confidential technology, proprietary information, patient or customer lists, trade secrets or other confidential information of Facility.

9.1.2 School agrees that it shall maintain adequate safeguards to prevent use or disclosure of Facility's Information in violation of this Agreement or in violation of applicable federal or state law or regulation, and ensure that any student, employee, subcontractor or agent to whom School may disclose Facility's Information to is bound by the confidentiality terms and conditions of this Agreement, and

- 9.1.3 Upon termination of this Agreement for any reason, School will return all Facility's Information to Facility within 30 days of the date of termination. School will not retain any records or copies of such records.
- 9.2 Obligations of Facility. Facility agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by School or as required by law, any trade secrets, confidential technology, proprietary information or any other matter or thing learned or acquired by Facility through its association with School that is not otherwise available to the public. Facility agrees that it shall maintain adequate safeguards to prevent use of disclosure of School's confidential information in violation of this Agreement or in violation of applicable federal or state law or regulation. In the event of a disclosure required by law, Facility will provide School with at least two business days' written notice prior to any such disclosure.
- 9.3 Breach of Confidentiality and right to Terminate. Either party shall be entitled to terminate this Agreement upon seven (7) days' written notice after learning that the other party has breached the provisions of this Section.
- 9.4 Survival. The provisions of this Confidentiality Section will survive the termination or expiration of this Agreement.
10. Ownership of Intellectual Property. All reports and other data (including without limitation, written, printed, graphic, video and audio material contained in any computer data base or computer readable form) (hereinafter "Works of Authorship") developed during the term of this Agreement are the property of the Facility. Works of Authorship created during the term of this Agreement are "Works for Hire", as that term is defined in copyright law. Facility shall own all rights to any inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from any activities within the scope of this Agreement (hereinafter "Inventions").
11. Entire Understanding. This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both School and the Facility.
12. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
13. Captions. The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

- 14. No Waiver. Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
- 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of New Jersey.
- 16. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year below.

FACILITY

SCHOOL

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____