

CLINICAL ROTATION AGREEMENT INSTRUCTIONS

The Clinical Rotation Agreement (Agreement) is a “model” agreement entered into between a hospital or health care facility (Facility) and a university, college, or other educational institution (School) to administer clinical rotations (Clinical Rotations). The Agreement sets forth the responsibilities of the School and the Facility in administering Clinical Rotations. The School is responsible for the students, instructors, and clinical instructors, and the Facility is responsible for its employees.

As with any “model” contract, the Agreement will not fit all arrangements. Each Facility and School might have specific requirements for the Agreement. The parties may mark through any provisions that are not applicable and initial those changes. The parties may also execute an addendum to modify or add provisions.

In the introductory paragraph, be sure to include the date of the Agreement, the precise name of the contracting parties, and the medical facility. Example:

THIS AGREEMENT is made and entered into as of August 1, 2005, between Maryland School of Nursing (the “School”), and Maryland Health Care Center a Maryland corporation, which owns and operates St. Maryland Hospital (the “Facility”).

If the contracting entity is not a corporation, then specify the type of entity that it is, i.e., a limited liability company, partnership, etc. The School may also wish to identify its corporate or organizational status. A state-owned institution may wish to identify its governing board, such as “The Board of Regents of The Maryland University, an agency of the State of Maryland, through its College of Nursing.”

1. Clinical Rotations. Complete the blank in Section 1 with the programs that are covered under this agreement.
2. Term. The parties must determine the term of the Agreement.
3. Responsibilities of the School. Section 3 describes responsibilities of the School. Check them to ensure they are applicable. If any are not applicable, you may strike through them, and the parties should initial the deletion. If any others are needed, add them by using an addendum that both parties sign. Complete the blank in Section 3(d) with the name or title of the person at the Facility designated to receive the roster of participants provided by the School.
4. Responsibilities of the Facility. Section 4 establishes responsibilities and rights of the Facility. Check them to be sure they are applicable. Delete any inapplicable items and include additional responsibilities by addendum.
5. Conflicts and Removal of Students or Instructors. Section 5 provides that the Facility may require the School to remove a student or an instructor who is disruptive or creates a problem. The Facility and the School should undertake to resolve all conflicts. The Facility may decline to approve a student or instructor for participation in the Clinical Rotations. If other

procedures are applicable, or if the Facility may not require the School to remove a student or instructor during a semester, you should make necessary changes.

6. Representations and Warranties of the School. Section 6 sets forth representations and warranties of the School. The School must make sure that the representations and warranties remain true. Remove any that are not applicable, and add any additional representations and warranties, as appropriate.

7. Employees of the School. Section 7 makes it clear that all faculty are employees of the School, and not the Facility.

8. Insurance Coverage. Because state-operated schools are typically self-insured, Section 8 is specific for State Institutions. All Schools must maintain, or ensure that the students maintain, the required insurance coverage. If you require different amounts, you should make necessary changes. If a Non-State Institution, remove any issue not applicable.

9. Indemnification. Section 9 is specific for Non-State Institutions. If a state institution, remove any issue not applicable.

10. Termination. Section 9 provides different ways to terminate the Agreement. The Facility may terminate immediately for cause, and either party may terminate on 30 days written notice for a material breach, if the breach is not cured within the 30 days. However, notification by a party of its intent not to renew will not affect students currently enrolled and participating in Clinical Rotations.

11. Disclaimer of Intent to Become Partners. Section 11 provides that the Facility and the School are not involved in a joint enterprise, and neither may incur financial obligations on the other's behalf.

12. Notices. Be sure to include the correct address, email address, etc. on the signature page.

13. Confidentiality. Subject to certain exceptions, Section 13 requires the School to keep the proprietary information of the Facility confidential.

14. HIPAA Compliance. Section 14 addresses HIPAA and medical records confidentiality and privacy requirements.

15. Rights in Property. Section 15 makes it clear that all equipment and information of the Facility remain the sole property of the Facility.

16. Non-Discrimination. This section prohibits unlawful discrimination.

17. Facility Policies and Procedures. Section 17 requires the School to comply and to require its faculty and students to comply with the policies and procedures of the Facility.

18. Severability. Section 18 provides that if a court determines that any part of the Agreement is unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

19. No Assignment. This Agreement facilitates the education of students by permitting them to participate in clinical experiences involving real life situations. The Facility approves individual participation in the Clinical Rotations, and the School chooses a specific Facility that meets its educational needs. Neither party may substitute others to perform their obligations without the prior written consent of the other party.

20. Binding Effect. Section 20 provides that the Agreement shall be binding on and for the benefit of the parties, their legal representatives, successors, and permitted assigns.

21. Governing Law. Section 21 provides that Maryland law is applicable to the Agreement.

22. Rights Cumulative. Section 22 provides that the rights and remedies reserved for the Facility in the Agreement are cumulative. If either party fails to require strict compliance with any provision of the Agreement or to exercise a right or remedy under the Agreement, it will not constitute a waiver of that provision or a restriction on the party's ability to enforce such right or remedy with respect to any subsequent defaults.

23. No Third-Party Beneficiaries. Section 23 denotes that this Agreement does not provide enforceable rights in favor of third parties, such as patients, employees, and students.

24. Entire Agreement. Section 24 makes it clear that the entire understanding of the parties is included in this Agreement. There are no "side" agreements or "off-the-record" agreements. Any additional agreements should be included in an addendum.

25. Signatures. Be sure to include the exact names of the entities, the full names and titles of the individuals signing, addresses, email addresses, and other information.

July 2005

**MODEL
CLINICAL ROTATION AGREEMENT**

THIS AGREEMENT is made and entered into as of _____, 20____ between _____ (the "School"), and _____ Facility (the "Facility"). Agencies included in this Agreement are: (list all clinical facilities included in this Agreement)_____.

1. Clinical Rotations. The School shall arrange Clinical Rotation experience ("Clinical Rotations") for Students ("Students") at the Facility. The School and the Facility shall mutually determine and document in writing the scope of the Clinical Rotation programs, the schedule of Student assignments and the number of Students who may participate in the Clinical Rotations. The clinical programs that are covered under this contract include: (list all credit and non-credit programs that are covered under this Agreement)_____.

2. Term. The term of this Agreement shall be for a period of _____ years, commencing _____, 20____, and ending _____, 20____, unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall be automatically renewed for a period of _____ years.

3. Responsibilities of the School.

a. The School shall provide the Facility with the clinical learning experience program and objectives, and plan the schedules and assignments in cooperation with the Facility liaison. This shall include the number of Students assigned to a clinical area.

b. The School shall designate a School employee or another individual retained by the School (the "Faculty") to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

c. The School shall provide a sufficient number of qualified Faculty members for teaching and supervision of the Students. In the event the Faculty member is off-site, he or she shall be available by phone to the Student and the Facility liaison. For purposes of the Agreement, the term Faculty shall be used to indicate clinical instructors, clinical supervisors, and Faculty employed by the School.

d. The School shall provide a roster of the names of the Faculty and Students (the "Roster"), along with a rotation schedule, to (name of contact at the Facility)_____ at the Facility before the Clinical Rotations begin. The School and Facility will mutually agree in writing upon the number of Students and dates for each Clinical Rotation.

e. The School will require all Students and Faculty to abide by the rules, regulations, policies and procedures, and standards of conduct, including religious, ethical, and professional standards of the Facility, and conduct themselves in a professional manner. All Students and Faculty shall wear an appropriate uniform or attire and display proper identification at all times while on Facility premises.

f. For each Faculty and Student who will participate in the Clinical Rotations, the School shall provide, upon request to the Facility, verification of the following immunizations and tests as per CDC guidelines: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) annual TB screening, (iii) MMR vaccination(s) or positive titer(s); (iv) varicella vaccination or a varicella titer.

g. The School shall require that each Student and Faculty, before beginning the Clinical Rotations, have current BLS provider certification that meets standards acceptable to the Facility. This will be provided to the Facility upon request.

- h. The School will assign for clinical training only those Students who:
1. have successfully met proper pre-clinical learning experiences
 2. have completed training in universal precautions and infection control, fire safety, and disaster safety
 3. have received education on protected health information and the Privacy Rule under HIPAA. This will be provided to the Facility upon request.

i. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

j. The School shall be responsible for all actions, activities, and affairs of Students and the Faculty during the Clinical Rotations to the extent required by law.

k. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, Faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Faculty performance evaluation, references, and all academic aspects of the Clinical Rotation programs.

l. The School will ensure that the Faculty member has a valid and unrestricted license from the appropriate discipline licensing body and experience in the clinical area. The school shall ensure that the Faculty member has completed training in universal precautions, infection control, fire and disaster safety, and has received education on protected health information and the privacy rule under HIPAA. The School will provide this documentation to the Facility upon request.

m. The School assures that all Students and Faculty are covered by general liability and professional liability insurance in the amount of at least \$1 million per occurrence and \$3 million in the aggregate.

n. The School will assure that Faculty are responsible for making arrangements for and/or attending Facility orientation.

o. Neither School nor Students shall be entitled or authorized to bill or collect payment from third-party payors for any services furnished by Students while at Facility.

p. School and Students shall fully cooperate with Facility with regard to any potential claim involving Students or School.

q. Any publication of materials by Students based on research or clinical experience at Facility shall require the prior written approval of Facility. Students and School shall not conduct any research involving Facility's patients without the prior written approval of Facility.

4. Responsibilities of the Facility.

a. The Facility, when possible, will provide clinical experience situations as prescribed by the School's objectives. The School, at the beginning of the Clinical Rotation, will provide these objectives to the Facility.

b. The Facility shall retain the sole discretion to remove from and deny access to its Facility to any Student or Faculty member. Such action will be reported to the School's program director.

c. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the School to plan and coordinate the Clinical Rotations.

d. The Facility shall provide the Faculty with access to copies of the Facility's policies, rules, regulations, and procedures that are applicable to Students and Faculty's participation in the Clinical Rotations.

e. The Facility shall provide an orientation to the Faculty prior to the start of Clinical Rotations that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

f. The Facility shall permit Students and Faculty to assist in the provision of direct patient care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility. The Facility retains the sole responsibility for patient treatment at all times.

g. The Facility shall permit the School and its accreditation agencies to visit, tour, and inspect its facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimize disruption or interference with Facility operations, including patient care activities.

h. The Facility shall make its classrooms, conference rooms, and library facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

i. The Facility shall make available emergency care and treatment to Students and Faculty, as necessary, subject to its usual charges. Persons receiving care are responsible for payment for the care.

j. The Facility will inform the School of any changes in its operation, policies, personnel, or service delivery, which will affect the Clinical Rotation or the number of Students.

k. The Facility agrees that at all times during this Agreement, it shall have appropriate licensure to do business as a health care agency, that it complies with all appropriate State and local laws, regulations, and other similar requirements.

l. If any student is exposed to body fluids, as defined in Health General Article, Annotated Code of Maryland, Section 18-338.1 (the "Section"), during his or her clinical training at Facility, Facility will allow the exposed student, as a health care provider, to request patient testing under the conditions set forth in Section 18-338.1. Facility will promptly inform the appropriate School program director of a body fluid exposure of a student. School and Facility each represent and warrant that its organization and their respective officers, agents, and employees shall be in material compliance with federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

5. Conflicts and Removal of Students or Faculty. If a conflict arises between an employee of the Facility, on the one hand, and a Faculty or Student, on the other, the Faculty and Facility Coordinator shall intervene in an attempt to resolve the matter. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Faculty to participate in the Clinical Rotation if the individual has an unfavorable record with the Facility from previous employment, another Clinical Rotation, or for any other reason.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Students are required to wear issued picture identification badges. Students must comply with the policies and procedures of the School and the Facility regarding dress codes.

b. A Student may perform duties and procedures for which he or she has been prepared academically under appropriate supervision, but not any others.

c. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

d. The Faculty are duly licensed to practice in their profession in Maryland; the license of each Faculty is unrestricted; and each Faculty will maintain his or her license current, in good standing, and unrestricted during the entire term of this Agreement.

e. The Faculty are experienced, qualified, and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

f. The School has provided the Faculty and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

g. All information that has been furnished to the Facility concerning the School, Students, and Faculty is true and correct in all respects.

h. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as Faculty as permitted in this Agreement, the School, and not the Facility, is the employer of the Faculty. The School shall be responsible for (a) the compensation and benefits payable and made available to the Faculty, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. The School shall secure and maintain insurance policies covering the following types of liability in the following minimum amounts: 1.) One millions dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate arising out of the neglect of its Students or Faculty in connection with this Agreement. 2.) Workmen's Compensation insurance in amounts as required by applicable state law. The School shall provide to the Facility a certificate of insurance evidencing the insurance coverage upon execution of the Agreement and shall provide current certificates upon request prior to a Student's start date with the Facility.

9. Indemnification

a. State Institution: The School shall indemnify and hold the Facility harmless from any claims, demands, injuries, losses, or damages caused by any wrongful conduct on the part of the School, its Faculty, Students, employees, or servants committed during the term of this Agreement. It is understood and agreed that the School's obligation in this regard shall be expressly limited to the limits of its liability imposed by the provisions of the Courts and Judicial Proceedings Article, Section 5-519, of the Annotated Code of Maryland, as amended. It is

further understood and agreed that the School, by the terms of this Agreement, is not waiving or relinquishing in any manner any defenses that may be available to the School, whether relating to governmental or sovereign immunity or otherwise, nor is the School relinquishing any defenses that may become available to it at any time during the Agreement, but it is further understood that the School is free to assert all defenses that may be available to it as a governmental or State agency or such defenses that become available to them by operation of law. In addition, the School accepts responsibility for damage to the Facility property caused by the wrongful conduct of the School, its Faculty, Students, employees or servants up to and limited by the liability of the School under section 5-519 of the State Code.

b. NON-State Institutions: The School shall indemnify and hold the Facility harmless from any claims, demands, injuries, losses, or damages caused by any wrongful conduct on the part of the School, its Faculty, Students, employees, or servants committed during the term of this Agreement. It is further understood and agreed that the School, by the terms of this Agreement, is not waiving or relinquishing in any manner any defenses that may be available to the School. In addition, the School accepts responsibility for damage to the Facility property caused by the wrongful conduct of the school, its Faculty, Students, employees, or servants.

c. The Facility agrees to indemnify and hold harmless the School, its trustees, officers, agents, and employees from and against any losses, claims, damages, liability, expenses, and costs, including attorneys fees, resulting from any act of negligence by the Facility or its agents or employees.

d. Responsibility for Actions: Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses, and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement

10. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least thirty (30) days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30-day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

c. No Cause Termination. Either party may terminate this Agreement by providing ninety (90) days notice in advance.

d. Effect of Termination. Termination of this Agreement shall not affect the completion of Students currently enrolled and participating in Clinical Rotations.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint ventures. Neither party shall incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School will require Faculty and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient and peer review information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative, or regulatory authority. The School, Faculty, and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

14. HIPAA Compliance.

a. Both parties are committed to complying (HIPAA) with the standards contained in the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the federal Privacy Rule concerning the use and disclosure of Protected Health Information (“PHI”), as that term is defined in HIPAA.

b. The School must, and the School shall, require the Faculty and Students to appropriately safeguard the PHI of patients, in accordance with applicable provisions of HIPAA and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

c. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

d. The School, Students, and Faculty participating in the clinical training (collectively, the “Participants”) may have access to individually identifiable health information related to the patients of the Facility. The parties agree that access to PHI shall be limited to the Participants and that individually identifiable information shall not be removed from the premises of the Facility. The parties acknowledge that the Participants will use information from the medical records in classroom presentations; however, neither the names nor any other information that would identify a patient will be removed from the Facility or be used in classroom presentations. Furthermore, other than as set forth in this Agreement, the School shall not require or request access to any PHI.

15. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, imaging computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts, and contracts of the Facility shall remain the sole property of the Facility.

16. Non-Discrimination. The School and The Facility agree not to discriminate against any employee, applicant, or Student enrolled in the clinical experience because of age, color, national or ethnic origin, political affiliation, religion, non-disqualifying handicap, disability, gender or sexual orientation, or status as a disabled veteran or veteran of the Vietnam era.

17. Facility Policies and Procedures. The School shall, and the School must, require Faculty and Students to comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

19. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns.

21. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

22. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

23. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

24. Entire Agreement. This Agreement constitutes the entire understanding and Agreement of the parties with respect to its subject matter and cannot be changed or modified except by another Agreement in writing signed by the parties.

SCHOOL: _____

Contact:
Name/Address/Phone

By _____
(Signature and Title)

Address:

Email: _____

FACILITY: _____

Contact:
Name/Address/Phone

By _____
(Signature and Title)

Address:

Email: _____

ADDENDUM

This section to be used by Facility and School to include other items not listed in Agreement.
Some examples are listed below

1. Fit testing for Students and Faculty
2. Health insurance
3. Criminal background checks