

## CLINICAL INTERNSHIP AGREEMENT

This Agreement is between \_\_\_\_\_, (Agency) and California State University, Stanislaus (University), and is effective as of September 1, 2009.

- A. Agency owns and operates a health care agency.
- B. University operates fully accredited health sciences programs offering undergraduate degrees in nursing, physical therapy, occupational therapy, and [as appropriate].
- C. The parties will both benefit by making a clinical training program (“Program”) available to University students at Agency.

The parties agree as follows:

### **I. GENERAL INFORMATION ABOUT THE PROGRAM**

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

### **II. UNIVERSITY’S RESPONSIBILITIES**

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Agency a student profile on a form to be agreed by the parties, which shall include the student’s name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Agency shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments. University shall notify Agency’s Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Program Coordinator. University shall designate a faculty member to coordinate with Agency’s designee in planning the Program to be provided to students.
- D. Orientation Program. University instructors shall attend an orientation provided by Agency, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- E. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- F. Student Responsibilities. University shall notify students in the Program that they are responsible for:

1) Complying with Agency's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for their transportation and living arrangements if not provided by University;

3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;

4) Maintaining the confidentiality of patient information:

- a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
- b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
- c) Agency shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Agency's dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their University instructors;

7) Notifying Agency immediately of any violation of state or federal laws by any student; and

8) Providing services to Agency's patients only under the direct supervision of Agency's professional staff.

G. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Agency. For purposes of this agreement, however, students are trainees and shall be considered members of Agency's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. [Notwithstanding the foregoing, University] [Agency] shall bear all costs associated with providing workers' compensation coverage for student trainees.

### III.AGENCY'S RESPONSIBILITIES

A. Clinical Experience. Agency shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.

B. Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.

C. Orientation Program for University Instructors. Agency shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.D and II.F.6) above.

C. Access to Facilities. Agency shall permit students enrolled in the Program access to Agency facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Agency's activities.

D. Records and Evaluations. Agency shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.

E. Withdrawal of Students. Agency may request that University withdraw from the program any student who Agency determines is not performing satisfactorily, refuses to follow Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's request. University shall comply with the written request within five (5) days after actually receiving it.

G. Emergency Health Care/First Aid. Agency shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any student.

H. Student Supervision. Agency shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Agency's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Agency's staff.

I. Agency's Confidentiality Policies. As trainees, students shall be considered members of Agency's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Agency's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Agency shall provide students with substantially the same training that it provides to its regular employees.

#### **IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

#### **V. STATUS OF UNIVERSITY AND AGENCY**

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Agency's "workforce" for purposes of HIPAA compliance.

#### **VI. INSURANCE**

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Agency with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency.

C. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Agency shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VII. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Agency and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Agency agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from Agency's sole negligence, or in proportion to the Agency's comparative fault.

## VIII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for 1 years, terminating on July 31, 2010.

B. Renewal. This Agreement shall be renewed automatically for additional periods of one (1) year up to a total of four (4) additional years.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## IX. GENERAL PROVISIONS

A. Amendments. **In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of Agency's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V.** This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:”

**TO UNIVERSITY:**

Attn: Christina Whitehead  
CSU Stanislaus Nursing Program  
One University Circle  
Turlock, CA 95382

**TO AGENCY:**

**X. EXECUTION**

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**California State University, Stanislaus      Agency:**

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

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

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

Name: Clyta Polhemus

Title: Director of Procurement

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

Name:

Title: