

**AGREEMENT FOR STUDENTS OBTAINING
CLINICAL EXPERIENCE AT MEDSTAR FRANKLIN SQUARE MEDICAL CENTER**

This student clinical education agreement ("Agreement") is made this ____ day of _____ 2012 by and between [MEDSTAR FRANKLIN SQUARE MEDICAL CENTER], ("Hospital") and _____ (the "School").

INTRODUCTORY STATEMENT

In keeping with its charter the Hospital participates in clinical education and research the parties have agreed to enter into an educational agreement to make the Hospital's facilities available to the School's students ("Students") and to cooperate in educational program(s) identified in Exhibit A ("Program").

The School, in recognition of its responsibility to provide a clinical educational experience for its Students in the Program, desires to enter into an educational agreement with the Hospital.

NOW, THEREFORE, in consideration of the premises and mutual covenant contained in this Agreement, and other good and valuable considerations, it is mutually covenanted and agreed by and between the parties to this Agreement as follows.

ARTICLE I

SCHOOL RESPONSIBILITIES

1. Student Qualifications. The School warrants that each Student assigned for a clinical experience under this Agreement is enrolled in a Program and is covered by health insurance. The School further warrants that all Students and Faculty have successfully completed all appropriate classroom educational prerequisites necessary to be qualified to participate in his or her Program. The School will provide the Program Liaison with documentation regarding each Student's competency prior to the Student's arrival at Hospital.
2. Qualifications of Program. The School warrants that its Student Program is licensed by the appropriate state agency, and meets all standards established by the state and the appropriate accreditation organizations. The School will immediately notify Hospital if it ceases to be in compliance with these requirements and Hospital may immediately terminate this Agreement without penalty.
3. Student Faculty. Except as expressly provided elsewhere in this Agreement, the School warrants that it will provide student faculty ("Faculty") who will directly supervise the conduct of each Student assigned to any Hospital for clinical experience under this Agreement. The School will provide the Program Liaison with documentation evidencing Faculty competency upon request. The School will provide written verification of current Maryland License for its Faculty, as appropriate, to the MedStar Program liaison thirty (30) days prior to any Faculty's arrival.

4. Identification. All Students and Faculty will wear an identification card at all times while in any Hospital which clearly states that he or she is a Student or Faculty of the School.
5. Insurance. Students and Faculty shall be covered by the School's professional liability insurance in the minimum of \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Valid certificates of insurance will be presented to the MedStar Program liaison prior to any Student's or Faculty's participation in the clinical experience. A complete copy of the master insurance policy or individual policy, as the case may be, will be made available to the Program Liaison for review upon request. School assumes complete responsibility for the total cost of equipment damaged or broken as a sole and direct result of Student or Faculty use.
6. Medical Records. School will obtain from all Students and Faculty who participate in the Program, a fully executed "Patient Record Confidentiality Agreement", in a form consistent with Exhibit "B" attached.
7. Signature. The School will obtain and make available to the Program Liaison upon request the name, address, sample of signature and initials of each Student and Faculty who participates in the Program. The record will be maintained for six (6) years by the School after each Student's and Faculty's participation in the Program. Information given to the Program liaison under this paragraph will only be used by Hospital for internal purposes and will be kept confidential.
8. Research. All research activities involving Hospital or patients of Hospital and conducted by the Students or Faculty shall be governed by the applicable Hospital and School policies. Proper institutional recognition shall be given in publications related to research. Prior to disclosure, research will be reviewed by the School and Hospital with particular sensitivity to the issues of patient privacy, accuracy, compliance with Federal Regulations regarding research, and compliance with applicable publication policies of the School and the Hospital. Any human subject research conducted at the Hospital by a Student or Faculty shall require the prior consent of the Hospital, and approval of the appropriate institutional review board of the Hospital.
9. Certifications. The School will provide written documentation that all Students and Faculty have the following certifications: (i) CPR; (ii) current tuberculin survey status; (iii) immunizations, for instance MMR and Hepatitis, or declinations; (iv) a blood borne pathogen, safety training, fire and hazardous materials program completion; and (v) other program requirements as designated by Hospital. These certifications shall be forwarded to the Program Liaison prior to the arrival of any Student or Faculty.
10. Compliance with Legal Obligations and Certifying Bodies. School and its Students and Faculty shall abide by this Agreement and perform their duties in accordance with (i) all Federal, State and local statutes, ordinances and regulations; (ii) Joint Commission on Accreditation of Healthcare Organizations and other applicable accreditation standards; and (iii) the Hospitals policies and procedures.
11. Federal Health Care Programs. School represents and warrants that it and its officers, managers, directors, Faculty and Students are not currently, and have never been, excluded from participation in a federal health care program and that the Hospital will be notified immediately in the event that the School or any of its officers, managers, directors, Faculty or Students are decertified at any time during the term of this Agreement.

12. Background Checks. School agrees to provide, upon request, the written results (or access to the results) of a criminal background check performed on each student.

ARTICLE II

HOSPITAL RESPONSIBILITIES

13. Patient Care. The Hospital shall be responsible for its patients' medical care.
14. Clinical, Classroom and Library Resources. Hospital shall provide the Students, as reasonably as possible, with the same clinical, classroom, library and other resources to the extent and quality provided to, and in coordination and in conjunction with, other student programs.
15. Insurance. Hospital shall maintain professional and public liability coverage in the minimum amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate.
16. Accreditation. Hospital is accredited by the Joint Commission on Accreditation Healthcare Organizations and licensed by the State of Maryland.
17. Blood Borne Pathogen. If a Student or Faculty member is exposed to body fluids, as defined in the Health General Article, Annotated Code of Maryland, Section 18-338.1 (the "Code"), during his or her clinical experience at an Hospital, the Hospital shall allow that Student or Faculty, as a health care provider, to request the informed consent of the patient (through the patient's primary physician) to be tested for HIV as established in the Code.
18. Emergency Medical Care. Hospital agrees to furnish emergency or "first aid" medical care, at the standard charge, for minor illnesses or injuries of Students or Faculty. The Hospital assumes no financial responsibility for the care or treatment of Students or Faculty under the terms of this Agreement. Bills for services rendered shall be forwarded to the Student or Faculty for payment, and are the financial responsibility of those individuals.
19. Staffing. No reduction in support staff shall be made by the Hospital due to the presence of Students.

ARTICLE III

JOINT RESPONSIBILITIES

20. Liaison. Each party shall designate liaison personnel for regular meetings and emergency consultation to assure systematic planning and the exchange of information regarding policy changes, problems and new developments.

The below listed personnel shall be duly designated liaison personnel for each of the participating institutions. As such, they shall be the initial contacts for any operational or logistical problems that may be encountered during the term of this Agreement. Such personnel shall have full

authority to resolve issues consistent to their respective level with respect to this Agreement.

A. Anthony O. Sclama, M.D., BSB, CPE
Vice President, Medical Affairs and Chief Medical Officer
MedStar Franklin Square Medical Center
9000 Franklin Square Drive
Baltimore, Maryland 21237

B. [School Liaison & address]

21. Control of Resources. Each party agrees that Hospital shall retain the right to require the removal from Hospital, or deny access to any Student or Faculty, whose conduct, in the sole opinion of the Hospital, is:
- a) disruptive or otherwise unprofessional;
 - b) dangerous to the life, health or safety of any Hospital's patients;
 - c) influenced by the ingestion of alcohol or other intoxicating drugs or substances; or
 - d) determined to be in violation of any State of Maryland or federal law or regulation.
22. Non-Discrimination. Each party warrants that it is an equal opportunity employer, and does not discriminate in its employment, operation or educational program with regard to race, color, gender, age, national origin or disability.
23. Number of Students. The maximum number of Students per Program assigned to Hospital during an instructional period shall be established by that Hospital in consultation with the MedStar Program Liaison. Each Hospital acknowledges the changing nature of limited space availability for Student placement and shall alert the School of the possibility of cancellation due to ensuing changes in placement availability.
24. Academic Semesters. The instructional period for Students shall be based on academic semesters or an equivalent period of time, and will conform to the School's calendar, with the agreement of the applicable Hospital.
25. Policy Conflicts. Where areas of differences exist or occur in rules, regulations, or questions of clinical or medical practices, the Hospital's rules, regulation, or practices shall prevail, and any conflict shall be referred to the parties' liaisons.
26. Term and Termination. This Agreement shall be effective upon execution by the appropriate representatives of the parties for a period of two years. This Agreement may be terminated by either party within thirty (30) days of written notification of that party's desire to terminate this Agreement. Termination on thirty day notice shall not affect Students currently enrolled in a clinical experience at a Hospital, except as otherwise provided for in the Agreement.
27. Governmental Requirements. If any term or provision of this Agreement is unlawful or requires approval under any federal, state, or local law or regulation, that term or provision shall be void as

between the parties unless and until it receives necessary approval. The remaining terms and provisions of the Agreement shall be valid and enforceable between the parties to the extent practicable.

28. Non-Employment Status. The assignment of a Student or Faculty to Hospital pursuant to this Agreement shall not create an employment relationship between the Student or Faculty and Hospital. Students and Faculty shall not be compensated by Hospital for activities conducted at Hospital or entitled to participate in a Hospital's employee benefit program, (including, but not limited to, workers' compensation, health insurance and professional liability insurance) as a result of an assignment to a Hospital.
29. Third Party Beneficiary. This Agreement shall not create any rights, including without limitation, third party beneficiary rights, in any person, including Students or Faculty, or entity not a party to this Agreement.
30. Binding Agreement. This Agreement and cited Exhibits supersede all previous agreements between the parties, and constitutes the entire binding Agreement upon the parties and their respective successors.
31. Written Communication. Any amendment or modification to this Agreement shall be made in writing and addressed to the designated representatives of MedStar and the School as specified below.
32. Assignability, Successorship. This Agreement is not assignable, but shall be binding on the corporate successors of Hospital and the School.
33. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.
34. Notices. Notice of any action taken by either party and required to be reported to the other party under this Agreement shall be mailed, certified delivery, return receipt requested to the other party's Liaison at the address stated in section 20 of this Agreement.
35. Independent Contractors. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association among the Hospital and the School, but is only an agreement between independent contractors.
36. Indemnity. The School shall indemnify and hold Hospital harmless from any claims, demands, injuries, losses or damages caused by any negligent or wrongful conduct during the term of this Agreement. It is understood and agreed that the School's obligation in this regard may 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, if applicable. 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 term of this 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.

WITNESS, the hand and seals of the parties this _____ day of _____, 2012.

By: _____

Officer

By: _____

Anthony O. Sclama, M.D., BSB, CPE

Title: Vice President, Medical Affairs and Chief Medical

Date: _____

By: _____

Linda Morrison

Title: Director Medical Education, MedStar Health

Date: _____

WITNESS [INSERT SCHOOL’S LEGAL NAME]

By: _____

By: _____

Title: _____

Date: _____

PROGRAM DELIVERY AND USE OF FACILITIES

EXHIBIT A

Department of Medicine

Department of Family Medicine

Department of Obstetrics and Gynecology

PATIENT RECORD CONFIDENTIALITY AGREEMENT

EXHIBIT B

I, _____ as an enrolled Student/Faculty member at **[INSERT SCHOOL'S LEGAL NAME]** understand that as part of my clinical experience at **[INSERT HOSPITAL'S LEGAL NAME]**, and during the course of my participation in the Program, I may come in contact with medical records.

I understand that under United States and Maryland law the unauthorized disclosure of medical record information is unlawful and could subject myself to civil and criminal penalties. I, therefore, pledge to Hospital that I will not reveal the name, address or any other pertinent information that exists on any medical record which I have come in contact with during the course of my clinical experiences unless allowable under Hospital policy and applicable law.

Signature

Date