

CLINICAL TRAINING AGREEMENT

THIS CLINICAL TRAINING AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 20__, by and between Hendrick Medical Center, having its principal place of business at 1900 Pine Street, at Abilene, Taylor County, Texas, 79601-2316 (“**FACILITY**”) and [Hospital], having its principal place of business at _____ (“**HOSPITAL**”).

WITNESSETH

WHEREAS, FACILITY is a regional medical facility that provides acute care hospital services and programs to Abilene and the surrounding service area;

WHEREAS, the purpose of FACILITY is to meet the medical, nursing, rehabilitative, and other health care needs of its community and service area;

WHEREAS, HOSPITAL is a rural hospital that seeks to provide broader clinical training and experience to certain of its nursing staff (each a “**Nurse**”, and collectively the “**Nurses**”) and is desirous of providing the Nurse with clinical affiliations and training with FACILITY; and

WHEREAS, it is agreed by the parties to be of mutual advantage that Nurses of the HOSPITAL be given the opportunity to utilize designated facilities for clinical affiliation and training purposes.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, the parties hereto agree as follows:

I. GENERAL PROVISIONS:

- A. **Term of Agreement.** This Agreement shall become effective as of the date specified on the last page of this Agreement, and shall be for a term of one (1) year. This Agreement shall be subject to termination, with or without cause, with sixty (60) days written notice by either party. Notification shall be given in accordance with Section IV.K. If no such notice is given, this Agreement shall be automatically renewed for an additional one (1) year period, and for all subsequent one (1) year periods thereafter, until terminated by a timely notice, as described in the preceding sentence.

If this Agreement is terminated by either party, it is understood between the parties that the Nurses enrolled in any program covered by this Agreement and currently using the facilities of FACILITY at the time such written notice is given shall have the opportunity to complete the full program offered in the curriculum through the clinical affiliation.

- B. **Type of Clinical Affiliation.** This affiliation is for the sole and limited purpose of utilizing FACILITY to provide additional training and experience to the Nurses through programs offered by the FACILITY and HOSPITAL. A description of the specific training programs that are a part of the clinical affiliation is included in **Exhibit C.**
- C. **Number of Clinical Affiliation Students.** No more Nurses shall be assigned at any given time to a clinical affiliation at FACILITY than can be safely accommodated, as determined by FACILITY. Furthermore, it should be noted that by virtue of signing this Agreement, it does not obligate FACILITY to accept Nurses.

- D. Relationship Between Parties.** Nothing herein shall be deemed to create an association, partnership, joint enterprise or joint venture between FACILITY and HOSPITAL. Nurses of the HOSPITAL who participate in this program at FACILITY shall be and remain employees of HOSPITAL at all times during the programs, and shall be under the control of, and shall continue to be paid by (including all benefits related thereto), HOSPITAL, and shall remain covered by all insurance programs maintained by HOSPITAL.

Furthermore, nothing herein shall be deemed to create an employee-employer relationship between Nurses and FACILITY for the benefits that accrue to or are provided by FACILITY to its employees. Except as expressly set forth herein, HOSPITAL and Nurses shall not be under the apparent or actual control of FACILITY; nor shall FACILITY or its employees be under the apparent control of HOSPITAL.

- E. Nondiscrimination Clause.** Nurses shall be provided with equal educational opportunities relative to this affiliations and shall not be discriminated against by either party hereto on the basis of sex, race, creed, religion, age, national origin, or physical disability with respect to this affiliation.

- F. Standard of Performance.** FACILITY and HOSPITAL agree and acknowledge that their mutual goal is for FACILITY to provide clinical affiliations to Nurses in an efficient and economical manner and that FACILITY has entered into this Agreement with HOSPITAL for the purpose of assisting HOSPITAL by providing such an affiliation. The Parties recognize that FACILITY is not being paid or reimbursed for any costs associated with providing the programs described herein and this affiliation (except for formal classes, if applicable, as provided in paragraph J. below, and that in performing its obligations under the Agreement, HOSPITAL shall act with reasonable diligence but without warranty of any kind regarding the training provided or the experiences obtained by the Nurses through the affiliation and HOSPITAL will protect and be responsible for its Nurses at all times while participating in the affiliation.

- G. Adherence To Policies, Procedures, Protocols, Practices and Standards.** HOSPITAL shall educate Nurses that they must abide by all general hospital and programmatic policies, procedures, protocols, and practices of FACILITY, as well as applicable standards by appropriate accrediting agencies of FACILITY and HOSPITAL. Students shall be oriented to the same by FACILITY during the first day of said affiliation.

In compliance with FACILITY dress codes, the Nurses shall wear appropriate street clothes with lab coat or uniform and shall be identified as a nurse trainee of the HOSPITAL by a name tag issued or approved by FACILITY and worn at all times while on duty and completing Education Institution requirements.

- H. Insurance Coverage.** HOSPITAL agrees to maintain a policy of liability insurance covering the acts and omissions of its Nurses while participating in the clinical affiliation with minimum limits of one million dollars (\$1,000,000). In addition, HOSPITAL agrees to provide to Nurses or require all Nurses to obtain and maintain health insurance.

Upon request, the HOSPITAL and FACILITY agree to furnish the other appropriate certificates of insurance. In addition, both the HOSPITAL and FACILITY agree that such insurance may not be revoked, reduced, or changed in a material way without at least thirty (30) days advance written notice to the other party. In the event that either party shall fail

to maintain adequate protection as required herein, either party may terminate this Agreement upon giving, a minimum of, thirty (30) days written notice of its decision to do so to the other party.

I. Release of Liability and Indemnification.

1. HOSPITAL HEREBY RELEASES, COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS, DEFEND, PROTECT, AND INDEMNIFY FACILITY, ITS CURRENT AND FORMER OFFICERS, TRUSTEES, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, OR ANY OTHER PERSONS, FIRMS, ENTITIES, THIRD-PARTIES, INDEPENDENT CONTRACTORS, OR OTHERS, WHETHER SPECIFICALLY NAMED HEREIN OR NOT, FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, AND CAUSE OF ACTION, TO INCLUDE INJURIES, DEATH, OR PROPERTY DAMAGE, AND HEREBY RELEASES AND AGREES TO DEFEND, PROTECT, AND INDEMNIFY THEM AGAINST ALL LIABILITIES, OBLIGATIONS, EXPENSES, COSTS, (INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES), AND ALL OTHER AMOUNTS WHICH MAY BE ASSOCIATED WITH THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, OR DEMANDS, TO INCLUDE INJURIES, DEATH, OR PROPERTY DAMAGE, WHICH MIGHT BE BROUGHT BY ANY PERSON OR ANY THIRD PARTY, THAT ARE IN ANY WAY RELATED TO HOSPITAL'S OR ITS NURSES' PERFORMANCE UNDER THIS AGREEMENT OR CAUSED BY THE STUDENTS AND/OR EMPLOYEES OF THE HOSPITAL IN CONNECTION WITH THE WORK AND/OR SERVICES PERFORMED IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.
2. FACILITY HEREBY RELEASES, COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS, DEFEND, PROTECT, AND INDEMNIFY HOSPITAL, ITS CURRENT AND FORMER OFFICERS, TRUSTEES, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, OR ANY OTHER PERSONS, FIRMS, ENTITIES, THIRD-PARTIES, INDEPENDENT CONTRACTORS, OR OTHERS, WHETHER SPECIFICALLY NAMED HEREIN OR NOT, FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, AND CAUSE OF ACTION, TO INCLUDE INJURIES, DEATH, OR PROPERTY DAMAGE, AND HEREBY RELEASES AND AGREES TO DEFEND, PROTECT, AND INDEMNIFY THEM AGAINST ALL LIABILITIES, OBLIGATIONS, EXPENSES, COSTS, (INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES), AND ALL OTHER AMOUNTS WHICH MAY BE ASSOCIATED WITH THE DEFENSE OF ANY CLAIMS, CAUSES OF ACTION, OR DEMANDS, TO INCLUDE INJURIES, DEATH, OR PROPERTY DAMAGE, WHICH MIGHT BE BROUGHT BY ANY PERSON OR ANY THIRD PARTY, THAT ARE IN ANY WAY RELATED TO FACILITY'S PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY THE EMPLOYEES OF THE FACILITY IN CONNECTION WITH THE WORK AND/OR SERVICES PERFORMED IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

J. Formal Classes. In the event the Nurse participates in any formal classes provided by the FACILITY in which the other participants are charged a fee, the Nurse or the Hospital

shall be responsible to pay such fee.

II. FACILITY SHALL:

- A.** Accept Nurses in accordance with the requirements of the FACILITY's applicable clinical affiliation program and the ability of FACILITY to provide the required learning experience and training as stated in the program objectives. The amount of clock hours and the rate of completion shall be defined and agreed upon by the Parties as set forth in Exhibit C,
- B.** Provide Nurses with appropriate orientation as to FACILITY's general hospital and programmatic policies, procedures, protocols, and practices, as well as applicable standards by appropriate accrediting agencies.
- C.** Consider the Nurses as members of the health care team, and allow them to provide designated patient care services under supervision of a preceptor employed by FACILITY, in keeping with physician's orders and FACILITY's policies, procedures, protocols, and guidelines.
- D.** Encourage FACILITY staff to cooperate with the HOSPITAL in the planning and learning activities related to the Nurses. Such participation shall be discretionary with individual members of the FACILITY staff, and shall not be permitted by FACILITY if participation interferes with duties assigned to members of the FACILITY staff.
- E.** Accept that the status of the Nurse is one of a learner, and that Nurses shall not replace, or assume the role of, members of FACILITY staff.
- F.** As appropriate and as allowed by applicable laws, regulations and this Agreement, provide, make available, or permit use of:
 - 1. Patient care and service facilities;
 - 2. Supplies and equipment required for patient use;
 - 3. Unreserved rooms or areas where Nurses may hold discussions and receive clinical instruction; and,
 - 4. Relevant patient records, subject to all applicable safeguards of patient confidentiality, in accordance with established hospital policies and procedures.
- G.** Notify HOSPITAL, within five working days, should any situation or problem arise which impedes the educational process or threatens completion of the instructional period for the Nurse.
- H.** Refuse access to its clinical areas to any Nurse who does not meet FACILITY's standard for safety, health or appropriate workplace and ethical behavior. Notice of the action set forth in this paragraph shall be given to HOSPITAL within three working days after such action.
- I.** Resolve any problem situation in favor of the patient's welfare and restrict the Nurse involved from participation in clinical experience until the incident can be clarified by

FACILITY staff.

- J.** Provide to a Nurse injured while performing clinical rotations, initial evaluation or treatment for said injury, if requested by the Nurse, at the Nurse's or HOSPITAL's expense.
- K.** Require Nurses participating in the clinical affiliation to sign a statement of confidentiality provided by FACILITY. An example of such statement is attached hereto as **Exhibit A** and made a part of and incorporated into this Agreement.

III. HOSPITAL SHALL:

- A.** Provide Nurses with clinical and technical skills at a level which is appropriate for a clinical affiliation.
- B.** Provide a Supervisor of the Nurse who shall be responsible for the direction of the Nurse program, and function as a liaison between HOSPITAL and FACILITY (the "**Supervisor**"). The Supervisor shall plan with the Director of Education and Professional Development or designee for FACILITY the assignments of Nurses and provide information on developments within the program which may affect FACILITY.
- C.** Submit to the Director of Education and Professional Development or designee for FACILITY the specific educational and training objectives prior to the beginning of the assignment. [All educational and training objectives shall be carried out in accordance with all policies, procedures, protocols, practices, and applicable standards subscribed to by appropriate accrediting agencies for all FACILITY clinical affiliation programs.

In addition, submit to the Director of Education and Professional Development or designee for FACILITY, as appropriate, requested demographic information regarding each Nurse who receives clinical education at FACILITY, including, but not limited to, the full name of each Nurse, the current and permanent address, and phone number of each Nurse. FACILITY agrees to use such demographic information only relating to FACILITY business. Further, FACILITY agrees not to release or publish such information to third parties, except as necessary, for its legitimate business purposes.

- D.** When Nurses are in the FACILITY as part of the clinical affiliation program, the HOSPITAL's designated Supervisor for such Nurse must, at a minimum, be readily available by telephone.

If a clinical preceptor is used as part of the program, the clinical preceptor shall be defined as the person designated by FACILITY as being responsible for the implementation and evaluation of prescribed educational and training objectives for the Nurse. The clinical preceptor shall be licensed and registered, as applicable and required by law, and shall act as a clinical instructor in guiding, directing and supervising the activities of the Nurse in the clinical setting. A sample Clinical Preceptor Agreement is attached hereto as **Exhibit B** and incorporated into this Agreement.

- E.** Provide FACILITY staff with opportunities to participate in the development of specific educational objectives for each Nurse and joint review and evaluation of the clinical experience.

- F. Require each Nurse participating in the clinical affiliation to provide proof of a clear criminal background check according to FACILITY's policies and requirements prior to having access to FACILITY's clinical areas, and shall provide FACILITY with documentation/verification of such background check according to FACILITY's policies and requirements. Nurses that have been charged with, or indicted for, a felony, or charged with a misdemeanor (greater than Class C), but has not yet been convicted, shall not be allowed access to the FACILITY until final court disposition of the case. All Nurses are required to report to the Director of Department of Education and Professional Development or designee any arrests or indictments for any criminal offenses greater than a Class C Misdemeanor. Further, HOSPITAL shall comply and cooperate with the removal of the Nurse from the facility if in the FACILITY's judgment the Nurse's performance or conduct is detrimental to patients, staff, and/or FACILITY as defined by FACILITY.
- G. Timely notify FACILITY should any situation or problem arise, within HOSPITAL's knowledge or which HOSPITAL has become aware, which could impede the educational process or threaten completion of the instructional period for the Nurse.
- H. Require Nurses assigned to FACILITY to meet the standards of health for the FACILITY. Such current standards of health shall include, but shall not be necessarily limited to, a drug screen, a TB test, and proof of current immunizations.
- I. Not allow Nurses to give service to patients in the FACILITY apart from that rendered for its education value as part of the planned educational program.

IV. IT IS FURTHER AGREED:

- A. **Entire Agreement.** This Agreement and any Exhibits or Addendums supersede any previous understanding between the parties, oral or otherwise, and constitutes the entire Agreement between the parties relating to the subject matter thereof. Both parties acknowledge that any statements or documents not specifically referenced herein shall not have any effect.
- B. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be enforced in accordance with and governed by the laws of the State of Texas. In the event judicial intervention is required with respect to this Agreement, venue shall be in Taylor County, Texas.
- C. **Legal Construction.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- D. **Remedies.** To the extent authorized by law, if any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which the party may be entitled.
- E. **Arbitration.** To the extent authorized by law, any controversy between the parties to this Agreement, including those involving the construction or application of any of the terms, covenants, or conditions of the Agreement, shall, on the written request of one party served

on the other, be submitted to non-binding arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act, Texas Civil Practice and Remedies Code, Ch. 171. If the parties are unable to agree upon an arbitrator, the arbitrator shall be chosen by a district judge of the district having jurisdiction over the subject matter in dispute.

- F. **Waiver of Breach.** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
- G. **Force Majeure.** Neither party shall be liable nor be deemed in default of this Agreement for any delay or failure to perform caused by force majeure.
- H. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by HOSPITAL without the prior written consent of FACILITY. In the event of an assignment by HOSPITAL to which FACILITY has consented, the assignee or the assignee's legal representative shall agree in writing with FACILITY to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement. FACILITY shall have the power and right to assign its interest in the Agreement to any successor-in-interest of FACILITY or to any subsidiary, parent corporation or other affiliate of FACILITY.
- I. **Third Party Beneficiaries.** There are no third parties intended to be beneficiaries of any obligation or right undertaken by HOSPITAL or FACILITY under this Agreement.
- J. **Articles and Other Headings.** The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **Notice.** Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail return receipt requested, addressed as follows or to an address subsequently provided by either party:

FACILITY:

HOSPITAL:

Hendrick Medical Center
1900 Pine Street
Abilene, Texas 79601-2316
Attention: Donalyn Alexander
Director - Department of Education
& Professional Development

- L. **Execution and Amendments.** Two counterparts of the Agreement shall be signed by the HOSPITAL and FACILITY by their authorized representatives. Each signed copy shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be by the mutual consent of both parties, be in writing and signed as required above.
- M. **Signature Authority.** Both of the parties hereto and the individuals executing this Agreement on their behalf represent to the other party that it has the requisite power and authority to make and enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Abilene, Texas to be effective on the ____ day of _____, 2017.

FACILITY:

HENDRICK MEDICAL CENTER

By: _____
Susie Cassle, MSN, RN-NEA

Its: Vice President _____

Date: _____

HOSPITAL:

[NAME OF HOSPITAL]

By: _____

Its: _____

Date: _____

EXHIBIT A

HENDRICK CONFIDENTIALITY STATEMENT Nurse Acknowledgment

1. **Confidential Protected Health Information (“PHI”).** I understand that all health information that may in any way identify a patient or relate to a patient’s health must be maintained confidentially. I understand I may have access to confidential information regarding medical records, personnel records, FACILITY records, and other proprietary information during the course of my training. I also understand it is one of my most important responsibilities to protect the privacy and confidence of patients, employees, and FACILITY and I shall regard confidentiality as a central obligation of patient care. I further understand confidential information should only be used in the performance of my duties and responsibilities.
2. **Prohibited Use and Disclosure.** I understand that, except as required under my duties and responsibilities and/or as directed by FACILITY, I shall not at any time, including during or after my training and/or time at FACILITY, use or disclose any PHI with any person or permit any person to examine or make copies of any PHI maintained by FACILITY. I understand that persons who have access to medical records must preserve the confidentiality and integrity of such records, and no one is permitted access to the medical record of any patient without a necessary, legitimate, duty-related reason. I shall not, nor shall I permit any person to, inappropriately examine or photocopy a patient record or remove a patient record from FACILITY.
3. **Safeguards.** When PHI must be discussed with other healthcare practitioners in the course of my work for FACILITY, I shall make reasonable efforts to avoid such conversations from being overheard by others not involved in the patient’s care.
4. **Other Safeguards.** I understand that when PHI is within my control, I must use all reasonable means to prevent it from being disclosed to others, except as otherwise permitted by this Acknowledgment.
5. **Unauthorized Use or Disclosure.** Protecting the confidentiality of PHI means protecting it from unauthorized use or disclosure in any form: oral, fax, written, or electronic. I agree not to send patient identifiable health information in an email, or email attachment, unless I am directed to do so by a FACILITY officer, and then shall send such patient identifiable health information encrypted or in another such acceptable protected manner.
6. **Electronic Communication.** I recognize and understand FACILITY’S electronic communication system and devices are to be used for conducting FACILITY business. Further, I agree not to use a password or I.D. that has not been specifically assigned to me without express permission. I agree not to access a file or retrieve any stored communication other than where specifically authorized.
7. **Facility’s Right to Access Electronic Communication.** I am aware that FACILITY reserves the right to review, audit, access and disclose all matters on FACILITY’S electronic communication devices or systems at any time, with or without notice, and such access may occur during or after working hours. I am aware use of an I.D., password, or code does not restrict FACILITY’S right to access electronic communications.
8. **Training and Policies and Procedures.** I certify that I have read or shall read FACILITY policies and procedures, completed the training courses offered by FACILITY, and shall abide by FACILITY policies and procedures, including those governing the protection of PHI and HIPAA compliance.

9. **Return or Destruction of Health Information.** If, as part of my duties and responsibilities, I must take PHI off the premises of FACILITY, I shall ensure that I have FACILITY'S permission to do so, as explicitly authorized by the HIPAA Privacy Officer, the Corporate Compliance Officer, or designee, I shall protect the PHI from disclosure to others, and I shall ensure that all of the PHI, in any form, is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else.
10. **Termination.** At the end of my rotation with FACILITY, or when my assignment at FACILITY is otherwise terminated, I shall make sure that I take no PHI with me, and that all PHI in any form is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect my ongoing obligation to safeguard the confidentiality of PHI and to return or destroy any such PHI in my possession.
11. **Sanctions.** I understand that my unauthorized access or disclosure of PHI may violate federal or state law and cause irreparable injury to FACILITY and harm to the patient who is the subject of the PHI and may result in disciplinary and/or legal action being taken against me, including termination of my employment, rotation, assignment, and/or use of FACILITY'S facilities.
12. **Reporting of Non-Permitted Use.** I agree to immediately report to FACILITY any unauthorized use or disclosure of PHI by any person. The person to whom I report unauthorized uses and disclosures is the Privacy Officer at (325) 670-7676.
13. **Disclosure to Third Parties.** I understand that I am not authorized to share or disclose any PHI with or to anyone who is not part of FACILITY'S workforce, unless otherwise permitted by this Acknowledgment.
14. **Media.** I understand I should contact the Marketing Department during normal business hours, or the Marketing Department on-call person after normal business hours, immediately when contacted by any representative of the news media for release of information or photographs concerning FACILITY. Employees and Nurses are not authorized to speak to the news media about Hendrick, its patients, visitors, or employees without prior Marketing Department approval. The Marketing Department shall handle all media requests for information and photographs.
15. **Agents of the Department of Health and Human Services.** I agree to cooperate with any investigation by the Secretary of the U.S. Department of Health and Human Services ("**HHS**"), or any agent or employee of HHS or other oversight agency, for the purpose of determining whether FACILITY is in compliance with federal or state privacy laws.
16. **Disclosures Required by Law.** I understand that nothing in this Acknowledgment prevents me from using or disclosing PHI if I am required by law to use or disclose PHI.
17. **Acknowledgement.** I acknowledge I have read and understand this Acknowledgement and, if applicable, I may seek additional information from my Supervisor if needed. I understand failure to comply with this Acknowledgement shall result in disciplinary action and exclusion from the FACILITY. By my signature below, I agree to abide by all the terms and conditions of this Acknowledgment.

Printed Name: _____

Nurse Signature: _____ Date: _____

Department/Facility: _____ Phone: _____

EXHIBIT B

DEFINITIONS, RESPONSIBILITIES, SIGNATURES REGARDING CLINICAL PRECEPTOR AND PRECEPTORSHIP AND FORM FOR CLINICAL PRECEPTOR'S ACKNOWLEDGMENT OF ASSIGNED STUDENTS

I. Definitions

A. **Clinical Preceptor.** A licensed health professional, not paid as a faculty member by HOSPITAL, who directly supervises a Nurse's clinical experience, and who meets the minimum requirements prescribed by law. A Clinical Preceptor shall agree to perform the role of Clinical Preceptor in the manner described in this Agreement and **Exhibit B** by signing where indicated in this **Exhibit B**.

B. **Clinical Preceptorship.** An organized system of clinical experience which allows a Nurse to be paired with a Clinical Preceptor for the purpose of attaining specific learning objectives.

Clinical Preceptorships may be used to enhance clinical learning experiences after a Nurse has received clinical and didactic instruction in the basic areas of study for that course or specific learning experience.

II. Responsibilities

A. FACILITY agrees to the following:

1. To recognize the importance of the Clinical Preceptorship as a component of the Nurse's learning experience.
2. To review and select nominated staff as Clinical Preceptors who meet the qualifications and criteria.
3. To support staff who serve as Clinical Preceptors.
4. To retain ultimate responsibility for the care of patients at FACILITY.
5. To interpret and/or explain the Clinical Preceptorship program and expectations of Nurses to FACILITY staff who are not directly involved with the Clinical Preceptorship.
6. To provide the Clinical Preceptor with orientation to his/her role and responsibilities.

B. HOSPITAL agrees to the following:

1. To approve selected nominated staff as Clinical Preceptors who meet the qualifications and criteria.
2. To provide FACILITY and the Clinical Preceptor with written clinical objectives prior to or concurrent with the clinical experience.
3. To retain ultimate responsibility for the Nurse.
4. To monitor Nurse compliance with requirements regarding immunization, screening, governing agency standards, CPR and current liability insurance coverage.
5. To assign a Supervisor for each Nurse who shall be readily available by phone when Nurses are in the clinical area.

C. Clinical Preceptor agrees to the following:

1. To provide the Nurse with opportunities for supervised learning in the clinical setting congruent with specified objective.
2. To function as a role model in the clinical setting.
3. To facilitate learning activities for no more than two (2) Nurses.
4. To orient the Nurse(s) to FACILITY.
5. To guide, facilitate, supervise, and monitor the Nurse in achieving the clinical objectives.
6. Supervise the Nurse's performance of skills and other activities to assure safe practice.
7. To collaborate with HOSPITAL to review the progress of the Nurse towards meeting clinical learning objectives.
8. To provide Nurse with feedback regarding clinical performance.
9. To contact HOSPITAL if assistance is needed or if any problem with Nurse's performance occurs.

III. Signatures

CLINICAL PRECEPTOR

Signature

Printed Name, Credentials and/or Titles

Date

EXHIBIT B

FORM FOR CLINICAL PRECEPTOR'S ACKNOWLEDGMENT OF ASSIGNED STUDENTS

ACKNOWLEDGMENT/APPROVAL OF DESIGNATION OF CLINICAL PRECEPTOR

BY _____ :

Signature

Printed Name, with Credentials, and Title/Position/Department at Educational Institution

Date

ACKNOWLEDGMENT/APPROVAL OF DESIGNATION OF CLINICAL PRECEPTOR

BY HENDRICK MEDICAL CENTER:

Signature

Printed Name with Credentials, Title/Position/Department at Facility

Date

CLINICAL PRECEPTOR'S ACKNOWLEDGMENT OF ASSIGNED STUDENTS

By signing in the space provided below, I agree to serve as a Clinical Preceptor to the respective Nurse(s) identified below, during the specified dates, under the Arrangements described by **Exhibit B** of the Clinical Affiliation Agreement between Hendrick Medical Center and _____.

CLINICAL PRECEPTOR

Signature

Date of Signature

NURSE'S NAME, DATES

Printed Name of Student

(mm/dd/yy)

(mm/dd/yy)

EXHIBIT C

CLINICAL TRAINING PROGRAMS

[describe]