



CLINICAL EDUCATION AGREEMENT

Agency is willing to provide clinical education experience to students of School in accordance with the terms of this Agreement. School desires to use the Agency as an opportunity for its students to obtain clinical learning experience as required by its curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. Responsibilities of the Agency

1.1. Clinical Instruction. Agency shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Agency. Services will be provided in compliance with the directions of the Agency, Agency manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local, state and federal regulations. No clinical education shall be offered by Agency personnel with respect to procedures that are contrary to its mission and core values. Students will be assigned to Agency upon the mutual agreement of Agency and School. Agency will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Agency retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes. The students will have the status of students and will not replace Agency personnel in providing care to Agency patients.

1.2. Agency Personnel. Agency will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Agency personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the instruction of the Agency.

1.3. Inspection. Agency will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

1.4. Exclusion of Students. Agency reserves the right to terminate the participation of any student who is not complying with applicable Agency policies, procedures or directions from Agency

personnel or physicians involved in the clinical education program or who is deemed by Agency not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continued participation at Agency, or whose conduct interferes with the proper operation of Agency.

1.5. Emergency Care. Agency shall provide necessary emergency care or first aid required by an accident occurring at Agency for students participating under the terms of this Agreement, and, except as herein provided, Agency shall have no obligation to furnish medical or surgical care to any student. The student is covered under School's workers compensation program for the cost of such care as well as any follow-up care per Idaho Statute 72.205(9). If the student is exposed to infectious disease while in clinical experience at Agency, Agency will conduct initial follow-up. Student should consult School's Human Resource Management office for long-term follow-up.

1.6. Regulations. Agency will provide the student with access to the written regulations that will govern the student's activities while at Agency.

2. Responsibilities of the School

2.1. Clinical Experiences. It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Agency, to help plan the clinical educational program for student clinical experiences. The School shall provide appropriately qualified and credentialed faculty and provide adequate supervision of students. School Faculty shall provide all supervision and instruction required in the program unless other provisions are made in specific instances. Faculty will have the final responsibility for assigning student grades.

2.2. Program Description. School will provide Agency with a regular announcement or description of the program, curriculum and objectives to be achieved at Agency.

2.3. Student Compliance. School will use reasonable care to cause students to abide by the policies of Agency while using Agency facilities, including policies related to confidentiality of patient information. School shall immediately report any errors in accordance with Agency procedures. School will use reasonable care to prevent students from copying or removing confidential information from Agency premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Agency and School. School will provide students education regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Agency.

2.4. Student Qualifications. School will assign to Agency only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

2.5. Student Health. School will require students to have up-to-date immunizations for Hepatitis B, Diphtheria and Tetanus, and will require students to demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of positive titer or of immunization administered after 1967 for Mumps, Rubella and Rubeola for each student born after 1956.

2.6. Scheduling. The days and hours of clinical experience are to be planned by the faculty of School in consultation with the Agency.

(a) **Pre-Placement Checks.** School agrees to request a criminal background check pursuant to applicable "Child and Adult Abuse Laws." School policies will be followed. School acknowledges that placement of each student at Agency is contingent upon provision of such criminal background check results dated less than two years prior to the commencement of the clinical education program placement.

3. Insurance.

The School's liability coverage is provided through a self-funded liability program administered by the State of Idaho Risk Management Program. Limits of liability are \$500,000 per occurrence; which amount is School's limit of liability under the Idaho Tort Claims Act specified in Idaho Code 6-901 through 6-929.

Students are covered under a student errors and omissions policy with coverage of 1,000,000 per occurrence and \$3,000,000 aggregate while at the Agency.

4. Responsibility.

Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

5. Term and Termination.

5.1. **Term.** This agreement shall be for years and effective upon the date of the final signature.

5.2. **Termination.** Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Agency terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Agency will be allowed to complete the program.

6. Nondiscrimination.

Agency and the School agree that neither will discriminate in the performance of this Agreement against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, political affiliation or belief, sex, national origin, genetics, or any other status protected under applicable federal, state, or local laws.

7. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

8. No Public Funds for Abortion.

Except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code Section 39- 1301, Agency is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act. The terms in this section, defined Title 18, Chapter 87, Idaho Code, shall have the meanings defined therein.

9. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To School: Lewis-Clark State College
Nursing & Health Sciences Division
Attn: Michelle Pearson-Smith, Division Chair
500 8th Avenue
Lewiston, ID 83501

To Agency:

AGENCY:

By:
Date:
Name:
Title:

SCHOOL:

LEWIS-CLARK STATE COLLEGE

By:
Date:
Name:
Title: Division Chair