

Clinical Instructional Experience Agreement

This Clinical Instructional Experience Agreement is entered into as of _____ by and between Salt Lake Community College, a body corporate and politic of the State of Utah, on behalf of its Health Science programs ("College"), located at 4600 South Redwood Road, P.O. Box 30808, Salt Lake City, Utah, 84130-0808, and _____ ("Clinical Site") located at _____.

RECITALS

The parties to this Agreement wish to cooperate in providing coordinated clinical and instructional programs for the education and training of students of the College registered in its various health-related programs. It is for the mutual benefit of both the College and the Clinical Site that students have the opportunities for clinical experience.

The College desires to obtain for its students, through a clinical experience, the benefit of education and experience, needed by the students, in meeting their Program requirements to prepare them for careers, and to provide them with opportunities to stay current in the clinical field.

The Clinical Site desires to provide a suitable clinical teaching and practical education site, through its facilities, for students enrolled at the College, to improve the quality of care while providing an environment conducive to education, and to establish an affiliate clinical program consistent with the values and needs of the Clinical Site.

TERMS

In consideration of the above recitals, the terms and conditions of this Agreement set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **OBLIGATIONS OF THE COLLEGE**

1.1. **Instruction and Training:** The College agrees to designate in writing a faculty member to work with the supervisor of the Clinical Site (designated by the Clinical Site) in coordinating the academic aspects of the student's participation in the Program. The College agrees to select only those students who have successfully completed all the pre-requisite courses and/or previous clinical education experiences specifically requested or approved by the Clinical Site.

1.2. **Student Criminal Background Check:** The College will require all students to have a criminal background check prior to entry into the Program and to notify the College of any change before assignment to the Clinical Site.

1.3. **Equipment and Materials:** The College will furnish all necessary instructor-used instructional materials and supplies required in the performance of the instruction and training, except such equipment, supplies and materials as may be provided by the Clinical Site as set forth in this Agreement.

1.4. **Administration of Program:** The Program will be implemented under the direction of the School of Health Sciences Dean, or his or her designee. The College and Clinical Site will work collaboratively in selecting students for admission to the Program and in meeting Program educational objectives. The College and Clinical Site will work collaboratively to assign students to the Clinical Site's facility/facilities for instruction and supervised clinical practice. The College will conduct a regular, systematic inspection of the instructional facilities to ensure that the instruction and training sessions are carried out in a professional, efficient, and timely manner.

1.5. Orientation: The College agree to ensure that students are aware of the rules, regulations and schedules of the Clinical Site, including professional standards of practice, and advise students that they may be required to sign a Statement of Responsibility and Confidentiality form.

1.6. Records: The College will provide and maintain the records and reports necessary for conducting the instruction and training, including student educational records and student grades.

2. **OBLIGATIONS OF THE CLINICAL SITE**

2.1. Instruction: The Clinical Site shall provide adequate space for College faculty and students enrolled in the Program. The Clinical Site shall designate a supervisor to collaborate with the designated College faculty member to implement the clinical experience including objectives, learning activities, responsibilities of the student, nature of the supervision provided, and such other information that may be necessary to outline the content of the clinical experience.

2.2. Orientation: The Clinical Site shall provide orientation to the students assigned to the Clinical Site, including instruction on the relevant policies and procedures of the Clinical Site. The Clinical Site will keep the College faculty informed of policy changes, which may affect the faculty and students. The Clinical Site will also notify the College as soon as practical in advance of any changes in staffing or in its ability to accept students into the Program.

2.3. Evaluation: The Clinical Site shall inform both the College and the student concerning the student's level of clinical growth and competence. The Clinical Site further agrees to maintain other such records as may be reasonably requested by the College to evaluate the student's performance in the clinical experience.

2.4. Emergency Care: The Clinical Site agrees to provide immediate emergency medical care or treatment to the College's faculty and students, in the event of accident or illness occurring while at the Clinical Site for the clinical experience in the same manner such care would be provided to Clinical Site's employees. Financial responsibility for such care is defined in Provision 4.4 of this Agreement.

In the event of an OSHA-defined occupational blood-borne pathogen exposure incident experienced by the College student, (in the course of his/her clinical experience or other College involvement with the Clinical Site) the Clinical Site will follow the same protocol used for its own employees and will ensure that initial services (medical and counseling) are made available to the student as quickly as possible, as recommended by the U.S. Centers for Disease Control and Prevention (CDC). The Clinical Site also agrees to immediately notify the College Office of Risk Management at (801) 957-4533 in the event of an exposure. The College Office of Risk Management will open a Workers Compensation claim for the student so that reasonable costs can be reimbursed to the medical provider. The College will also make all arrangements for follow up care for the student.

2.5. Patient Care: The Clinical Site agrees to retain full responsibility for patient and client care and welfare.

3. **DISCIPLINE, SUSPENSION AND EXPULSION OF STUDENT**

The student shall be subject to the authority, policies and regulations of the Clinical Site during clinical assignment. The College shall discipline, suspend and/or expel a student in accordance with the College's policies and procedures. The College may withdraw any student from the Program whose progress, achievement, or adjustment does not appear to justify his or her continuing in the Program. Wherever possible, such withdrawal shall be planned cooperatively by the College and the Clinical Site.

The Clinical Site may temporarily suspend, and/or request the College to withdraw, any student from the Program whose conduct or health status as determined by the Clinical Site may have a detrimental effect on professional staff, patients, or clients. The Clinical Site shall notify the College of such temporary suspension immediately. Wherever possible, such suspension or withdrawal shall be planned

cooperatively by the Clinical Site and the College, and any grievance against the student shall be discussed with the student and the College's Program representative.

4. **INSURANCE AND INDEMNIFICATION**

4.1. **Insurance**: Each party agrees, at its own cost, to maintain reasonable insurance coverage for liability and the protection of personal property at all times during the term of this Agreement either through commercial insurance or self-insurance, the nature of which will be reasonably provided to the other party.

4.2. **Professional Malpractice Insurance**: The College shall arrange for each clinical placement student to obtain and maintain adequate amounts of professional malpractice insurance, the nature of which will be reasonably provided to the Clinical Site, covering all of the student activities in the Program regardless of where performed or omitted, but specifically covering the student activities at the Clinical Site.

4.3. **No Indemnification**: The parties acknowledge that they are independent contractors and may not purport to bind or affect the duties or obligations of the other. The College is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by the College of any protections, rights, or defenses applicable to it under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the College to incur by contract any liability for the operations, acts, or omissions of Clinical Site or any third party and nothing in the Agreement shall be so interpreted or construed. Subject to and consistent with the Act, there are no indemnity obligations between these parties, each party will be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the College nor the Clinical Site shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

4.4. **Worker's Compensation**: The College and Clinical Site agree that the Clinical Site is not responsible for any Worker's Compensation or disability claim filed by a student or College faculty member. For purposes of this provision, both the faculty and students are employees of the College and are covered accordingly under the College Worker's Compensation.

4.5. **Notice of Claim**: Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it.

5. **LAWS, RULES AND REGULATIONS: NON DISCRIMINATION**

5.1. **Law, Rules and Regulations**: The College and the Clinical Site agree to abide by all applicable executive orders, federal, state, and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.

5.2. **Non-Discrimination**: The College and the Clinical Site agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status or disability in connection with participation in the Program.

5.3. **HIPAA**: By entering into this Agreement, the parties hereto do not intend that any of the College's staff or any student is to be an employee of the Clinical Site's for any purpose except that, to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Clinical Site's workforce at all times while performing those duties and activities. Although considered part of the Clinical Site's workforce for purposes of HIPAA, the College's staff and students shall not act as the Clinical Site's agents or representatives in any capacity, and shall not make any commitments on behalf of the Clinical Site. The parties hereto are not partners, agents, or principals of one another, and shall

be treated for all purposes as independent contractors. The parties are not business associates under HIPAA.

As part of its curriculum, the College will instruct students as to the importance of patient privacy and confidentiality, as well as generally about HIPAA. The College agrees to require that students participate in HIPAA training given by the College or the Clinical Site.

5.4. Student Records: The parties acknowledge that students' educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that student permission must be obtained before releasing specific data to anyone other than the Clinical Site. The College will disclose information from a student's educational record, as appropriate, to personnel at the Clinical Site who have a legitimate need to know in accordance with FERPA. That information will not be disclosed by the Clinical Site's personnel to any other person, except as required by regulation, without the student's prior written consent. The College agrees to provide guidance to the Clinical Site with respect to complying with FERPA.

6. **TERM AND TERMINATION**

6.1. Term: This Agreement will renew automatically every year on the anniversary date of the date of the original contract unless terminated by either party as set forth in the termination section.

6.2. Termination: This Agreement is subject to annual review and shall be in effect until such time, specified in 6.1 or, until either party terminates this Agreement. Either party may terminate this Agreement upon 30 days written notice to the other party. The notice required under this provision shall be sent by certified mail to the attention of the authorized persons executing this Agreement at the addresses specified in the first paragraph of this Agreement. Such terminations shall not take effect, until the students already accepted for placement in the clinical experience have completed their training period or as otherwise mutually agreed.

6.3. Failure of Legislature to appropriate: If the College's performance under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the College may provide written notice of this to the Clinical Site and cancel this Agreement without further obligation of the College. Appropriation is a legislative act and is beyond the control of the College.

7. **OTHER PROVISIONS**

7.1. Force Majeure: Without affecting any right of cancellation or termination set forth in this Agreement, either party may suspend this Agreement at any time because of a labor dispute or disruption of its personnel, war, the declaration of a state of national emergency, acts of God or the public enemy, or other cause beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services to be provided hereunder shall be made and performed to the date of such suspension and shall thenceforth cease until the period of such suspension has ended.

7.2. Use of Name: Neither party shall use the other's name, corporate or business, in any promotional or advertising material which is reasonably likely to suggest that the parties are related, without obtaining the written consent of the other party.

7.3. Non-Assignment: Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

7.4. Entire Agreement and Modification: This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the training or instructional experience and may be modified only by a writing signed by both parties.

7.5. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Utah, which shall be the forum for any lawsuit arising from or incident to this Agreement.

7.6. Severability: In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Clinical Instructional Experience Agreement to be executed on the date set forth above by their duly authorized representatives.

SALT LAKE COMMUNITY COLLEGE

FACILITY NAME

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____