THIS CLINICAL TRAINING AGREEMENT ("AGREEMENT") is made and entered into on __________, 20__, by and between ____________ ("HOST AGENCY") with principal offices located at ________________________, and The University of ________, for and on behalf of its School of _________ ("SCHOOL").

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for students in the SCHOOL.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will use its best efforts to prepare students selected for participation in the clinical training program for effective participation in the clinical training phase of their overall education.

2. The SCHOOL will retain ultimate responsibility for the education of its students.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of insurance prior to the beginning of the training experience.

5. The SCHOOL will require all participating students to have passed a criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. It is the student’s responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations. The SCHOOL will inform students that they may be required to undergo a drug test pursuant to the HOST AGENCY’S policies and practices, and that the cost of any drug test will be paid by the student, if not the HOST AGENCY.
6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY’S faculty/staff with respect to the evaluation/ performance of all the SCHOOL’S students at the HOST AGENCY.

8. [Private Option: The SCHOOL warrants and represents that it provides general liability insurance for its students with maximum limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate.]

8. [Public Option, subject to state law requirements: The SCHOOL warrants and represents that it provides general liability insurance for itself and for its public employees and students who provide health care services pursuant to the _______[Applicable state] governmental immunity laws. The SCHOOL will provide coverage in accordance with the limits of the applicable governmental immunity laws. The governmental immunity laws of _______[name of State] provide that the maximum amount that may be recovered against a public entity, public employee or student will be _________.

For those approved activities that take place in a state other than ________, or in the event a court of competent jurisdiction determines on final judgment that the limits of the _______ governmental immunity laws do not apply, the SCHOOL provides for general liability insurance coverage of at at least $1,000,000 per occurrence and $3,000,000 annual aggregate.]

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequate learning environment in accordance with the clinical objectives and core competencies as developed in the Core Curriculum of the SCHOOL so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL’s curriculum; b) student security badges or other required security access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the HOST AGENCY; and f) access to call rooms.

2. The HOST AGENCY will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the HOST AGENCY and its care, direct and indirect, of patients.
3. The responsibility of the HOST AGENCY for patient care should not diminish or preclude opportunities for students to undertake patient care duties under appropriate supervision.

4. The HOST AGENCY faculty and/or staff will, upon request, assist the SCHOOL in the evaluation of the learning and performance of participating students by completing the evaluation form provided by and returned to the SCHOOL in a timely fashion.

5. To the extent possible, the HOST AGENCY will provide for the orientation of the SCHOOL’s participating students as to the HOST AGENCY’S rules, regulations, procedures, and policies of the HOST AGENCY.

6. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (e.g. needle stick) while at the HOST AGENCY, the HOST AGENCY will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY’s emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

7. HOST AGENCY, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those employees or agents with a need to know and agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the SCHOOL. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by HOST AGENCY to carry out the Program.

8. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

9. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student.

10. The HOST AGENCY will resolve any situation in favor of its patients’ welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL’S course director if such an action is required.

11. The HOST AGENCY shall designate a faculty site educator/coordinator.
C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent faculty members in adequate number for the instruction and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent faculty members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, disability, color, national origin, race, religion or sex.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, attached hereto and incorporated herein. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. The personnel of both parties will seek each other's cooperation in carrying out the provisions of this AGREEMENT. During the term of this AGREEMENT, arrangements may be made for periodic communication between representatives of the SCHOOL and representatives of the HOST AGENCY to promote understanding of and adjustments to any operation or activity involved herein.

7. The HOST AGENCY may request the removal of any student whom the HOST AGENCY determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why HOST AGENCY desires to have the student removed. The student must be afforded by the SCHOOL an opportunity to respond in writing to the statements. However, HOST AGENCY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The HOST AGENCY will notify the appropriate office of the SCHOOL if such an action is required.

D. Term and Termination

This AGREEMENT will commence as of the date first written above and will continue
indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. HOST AGENCY Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or any benefits of employment from HOST AGENCY, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

H. Governmental Immunity

[For public schools only. It addresses governmental immunity limitations.] It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of the governmental immunity of the State of _______; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the ________ applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.]

I. Notices
All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

| For the School: | For the HOST Agency: |

J. Responsibility for Injuries

The HOST AGENCY will be responsible for any claim or cause of action based upon the negligence of its employees and agents who were acting within the course and scope of their employment and involved in providing services related to this AGREEMENT.

[Private Option: The SCHOOL will be responsible for any claim or cause of action based upon the negligence of its students, employees and agents who were acting within the course and scope of their training or employment and involved in providing services related to this AGREEMENT.]

[Public Option: Pursuant to the applicable governmental immunity laws of _______, the SCHOOL agrees to be responsible for injuries sustained solely from an act or omission of its public employee occurring during the employee’s duties and within the scope of his/her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against the SCHOOL.]

Notwithstanding the foregoing, in no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

L. Headlines

Headlines in this AGREEMENT are for convenience only.

M. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties and may be modified only by a written instrument executed by both parties.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed effective as of the date first written above.
THE (SCHOOL):

BY: _________________________
   (Name)
   (Title)

DATE: ________________________

The (HOST AGENCY):

BY: _________________________
   (Name)
   (Title)

DATE: ________________________
TEACHER-LEARNER EXPECTATIONS

[Example from University of Colorado School of Medicine Agreements. Recommend that each school develop its own in conjunction with faculty and students.]

Among the many missions of the School of Medicine is the education of future physicians. Our students have gone through a rigorous selection process and represent a group of highly skilled and academically well-prepared students. The School of Medicine holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. All members of the medical school community, including students, faculty, house officers, staff, and administrators are held to high standards in these areas.

Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn. Students and teachers share the challenge of learning and teaching not only the art and science of medicine, but also the acquisition of behaviors and value systems that characterize the ideal physician.

This Contract serves both as a pledge and a reminder to teachers and students that their conduct in fulfilling their mutual obligations is the medium through which the profession perpetuates its ethical values.

GUIDING PRINCIPALS:

Duty: Medical educators have a duty not only to convey the knowledge and skills required for delivering the profession's standard of care but also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect between students, as novice members of the profession, and their teachers, as experienced and esteemed professionals, is essential for nurturing that ethic. Given the inherently hierarchical nature of the teacher/learner relationship, teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly, respectfully and without bias related to age, race, gender, sexual
orientation, religion, disability or country of origin

- Maintain high professional standards in all interactions with patients, students, colleagues and staff
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Be familiar with the Student Honor Council process and the Student Professionalism Committee process and the role that faculty and students play in each
- Provide thoughtful and timely evaluations at the end of a course
- Solicit feedback from students regarding their perception of their educational experiences and personal interactions
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately (Office of Student Affairs, Ombuds Office, a trusted faculty or a staff member, or the EthicsPoint online reporting system) and to treat all such reports as confidential

**Students should:**

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners who work to enhance a positive learning environment
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner

- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine

- Recognize personal limitations and seek help as needed

- Display honesty, integrity and compassion; these attributes include the responsibility for reporting dishonest behavior to the Honor Council

- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings

- Recognize the duty to place patient welfare above their own

- Recognize and respect patients' rights to privacy

- Provide teachers and the School of Medicine with constructive feedback that can be used to improve the educational experience

- Solicit feedback on their performance and recognize that criticism is not synonymous with “abuse”

**Relationships between Teachers and Students**

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. There is a power differential, as expressed by the fact that teachers often evaluate student performance and the results of their evaluation may affect the student's future. Conversely, students evaluate the quality of their teachers and this can, to a lesser degree, affect the teacher's future.

When students choose their health care providers from physicians who are on the faculty, they have the potential to be in a conflict of interest situation where their provider is also evaluating their academic or clinical performance. An appendix to the student handbook provides a list of primary care specialists who do not teach students. Faculty members should understand that conflicts may arise between their role as the student's physician and their role as a faculty member who will evaluate the student's performance and should notify students as soon as they recognize the potential conflict. Students should also reciprocate in notifying a faculty member if they are assigned to a physician for evaluation who is providing or has provided medical care for them in the past. The student should notify the course director who will be expected to find an alternative clinical site or provide an alternative faculty member for evaluation.
Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries. Managing boundaries, understanding the slippery slope of behaviors which can lead to the perception of a boundaries violation, and avoiding major boundary violations is crucial to a good teacher/student relationship. Boundary violations or actions that may give the appearance of a boundary violation should routinely be avoided. A partial list may include:

- Romantic involvements
- Business relationships, other than those that might emerge from joint educational projects
- Social contacts outside of the realm of learning or education
- Faculty or students accepting services or personal favors from each other e.g. baby sitting, house sitting, pet care, work in the office.
- Accepting substantial gifts
- Special treatment of a student that differs substantially from the usual teacher-learner relationship with other students
- Making exceptions for students because they are attractive or appealing