

## CLINICAL PRACTICUM AGREEMENT

between

**ELLIOT HEALTH SYSTEM**

and

\_\_\_\_\_  
*Name of Institution*

This Clinical Practicum Agreement (“Agreement”), is effective \_\_\_\_\_, (the “Effective Date”), by and between Elliot Health System, a New Hampshire nonprofit corporation with a principal place of business at One Elliot Way, Manchester, New Hampshire (the “Health System”), and \_\_\_\_\_ (*name of Institution*), a \_\_\_\_\_ (*include state and type of corporation*) with a principal place of business at \_\_\_\_\_ (*insert Institution’s address*) (the “Institution”). Together, Health System and Institution are the “parties,” and each is a “party.”

WHEREAS, Institution is the owner and operator of an educational program in the field of \_\_\_\_\_ (*type of program*) (the “Educational Program”), which provides in its curriculum a clinical experience requirement for participating students (the “Clinical Practicum”), and Institution desires that the facilities of Health System be utilized to provide this clinical experience for such students; and

WHEREAS, Health System is willing, in order to foster training of health care providers for its future patients, to make its facilities available for such purpose;

NOW, THEREFORE, in consideration of the foregoing, and upon the terms and conditions hereinafter set forth, Health System and Institution do hereby agree as follows:

### 1. Duties of Institution

Institution shall, during the term of this Agreement carry out the following responsibilities, without cost or expense to Health System:

1.1 Educational Program and Clinical Practicum. Assume and maintain full responsibility for the planning and execution of its Educational Program and the Clinical Practicum, including programming, curriculum content, faculty appointments, faculty administration and the requirements for graduation.

1.2 Orientation. Provide orientation to the Educational Program and the Clinical Practicum to Health System’s staff who will be involved with the Clinical Practicum.

1.3 Program Coordinator. Designate a coordinator for the Clinical Practicum (“Program Coordinator”) who shall be Health System’s contact for all matters relating to the Clinical Practicum and this Agreement.

1.4 Student Selection. Select and send to Health System all student participants in the Clinical Practicum (“Students”), subject to the limitations set forth in Sections 2.5 and 3.5.

1.5 Assurances Regarding Students. Ensure the following with respect to Students throughout the term of this Agreement:

1.5.1 Health Certification. Prior to commencement of the Clinical Practicum, each Student (i) has undergone a physical examination and has obtained results satisfactory to Health System; (ii) is in compliance with the Department of Public Health regulations regarding mandatory immunizations and Tuberculosis testing; and (iii) has been offered vaccination against Hepatitis B in compliance with applicable Occupational Safety and Health Administration (“OSHA”) mandates.

1.5.3 Criminal Conviction Background Check. Students have a criminal conviction background check prior to commencing the Clinical Practicum, which shall search records in all relevant jurisdictions (which, at a minimum, for purposes of this requirement shall include all jurisdictions in which a Student has resided or worked during the last five years). Institution shall provide the results of such checks to Health System upon request.

1.5.4 Identification. Each Student wears official identification acceptable to Health System at all times while on Health System property.

1.5.5 Prior Instruction. Students have satisfactorily completed the prerequisite instructional portion of the Educational Program.

1.6 Student Withdrawal. Withdraw immediately any Student when the Student is deemed unacceptable and undesirable to Health System for reason of health, performance of duties or other reasonable causes as determined in the sole discretion of Health System.

1.7 Notification of Good Standing. Notify Health System immediately in the event that a Student for any reason fails to remain in good standing at the Institution.

1.8 Supervision and Instruction. Provide supervision and instruction reasonably required by the Clinical Practicum and as mutually agreed upon by the parties. In connection with such supervision and instruction, Health System shall designate a specific Health System employee or agent to supervise each Student while he/she is on Health System premises. Health System shall have the ultimate right to direct and control each Student while the Student is on Health System premises. In the event of a disagreement between Health System and Institution regarding patient care activities on Health System premises, Health System shall prevail.

1.9 Student Evaluation. Evaluate the Students participating in the Clinical Practicum. Institution shall seek input from Health System personnel related to Student performance.

## 2. Duties of Health System

Health System shall perform or provide the following, without charge, during the term of this Agreement:

2.1 Training. Facilitate such clinical experience and training for the Students as specified in the clinical objectives in Exhibit A attached hereto and incorporated herein.

2.2 Facility and Resources. Allow the Students to utilize the Health System facilities and resources, including supplies and equipment that are essential for clinical experience and qualitative patient care, for services relating to the Clinical Practicum. Health System shall also permit the use of Health System's cafeteria, library and parking facilities by Students subject to Health System's rules and regulations.

2.3 Designate Contact Person. Designate a Health System contact person for the Program Coordinator to work with, who shall be Institution's contact for all matters relating to the Clinical Practicum and this Agreement.

2.4 Determine Participation. Inform the Institution within such time periods as may be mutually agreed to by the parties of the number of students who may participate in the Clinical Practicum. The parties shall agree in writing in advance of the commencement of the Clinical Practicum to the beginning date and the length of each student's participation in the Clinical Practicum.

2.5 Orientation. Conduct orientation for Instructors/Students on Health System's standards, policies, and procedures, and make accessible to Instructors/Students Health System policies and procedures.

2.6 Emergency Treatment. Provide emergency first-aid treatment, as available, to a Student if such treatment becomes necessary while any such Student is on the premises of Health System and participating in the Clinical Practicum. Student shall be responsible for the charges of any such care or treatment. Health System shall not be obligated to furnish other medical care, service, or treatment to any Student.

2.7 Exception to Duties. Notwithstanding the foregoing provisions of this Article 2, nothing herein shall obligate Health System to provide any service or perform any activity which, in the sole judgment of Health System, may interfere with the provision of medical care to its patients.

## 3. Nature of Agreement

3.1 Public Service. Health System and Institution acknowledge and agree that Health System is entering into this Agreement as an accommodation to Institution and as a public service in furtherance of its charitable mission. Subject to the provisions of

Article 5 hereof, neither party shall be required to make any payment to the other pursuant to this Agreement.

3.2 Independent Contractors. It is expressly understood and agreed that, the relationship between Health System and Institution hereunder is that of independent contractors. Nothing contained in this Agreement is intended to create, or shall be construed to create, any other relationship of any kind between Health System and Institution, whether of agency, partnership, joint venture, association, or otherwise. Neither Institution nor any Student shall have a claim against Health System under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Health System shall not withhold on behalf of Institution or Students any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Institution.

3.3 Institution Training Program. The Clinical Practicum is understood and agreed to be a training program of Institution and not of Health System. Other than as expressly provided in this Agreement, each Student participating in the Clinical Practicum shall be and remain under the direction and control of Institution. No such Student shall be entitled to compensation or remuneration from Health System for activities or services performed in the Clinical Practicum. Except to the extent required by law, in no event shall any such Student be deemed to be an employee, servant, representative, or agent of Health System for any purpose whatsoever.

3.4 Student Assignments. Health System reserves the right to, at any time, accept or deny individual assignments of Students to Health System for the Clinical Practicum based on either (i) the outcome of the prospective Student interview (via phone or in person), or (ii) inadequate Health System staff availability for appropriate performance of the supervision and instruction requirements in accordance with Section 2.2, as determined in Health System's sole discretion.

3.5 Care of Health System's Patients. The treatment, care and health guidance of all of Health System's patients will be determined by the appropriate member of Health System's staff.

3.6 Prohibition Against Discrimination. Health System and Institution agree to make no distinction in the admission of students to the Clinical Practicum on the basis of race, sex, religion, color, national origin, age, marital status, sexual orientation, veteran status or disability.

#### 4. Term and Termination

4.1 Term. The term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for one (1) year unless earlier terminated according to this Agreement. This Agreement will automatically renew for successive one (1) year terms unless either party gives written notice of intent to terminate not less than ninety (90) days prior to the end of the then-current term. Notwithstanding the

termination of the Agreement those students then enrolled in the Clinical Practicum at Health System shall be allowed to complete their participation in the Clinical Practicum.

4.2 Termination Without Cause. Health System or Institution may terminate this Agreement at any time by giving written notice of such termination to the other party not less than sixty (60) days prior to the commencement of the next quarter (if the Institution operates on the quarter system) or the next semester (if the Institution operates on the semester system).

4.3 Termination With Cause. Health System or Institution may terminate this Agreement by giving thirty (30) days' prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party giving notice of termination shall set forth in the notice the facts underlying its claim for breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event the breaching party cures the breach to the satisfaction of the non-breaching party within fifteen (15) days of receipt of such notice.

4.4 Survival. The provisions of Articles 5, 6, 7 and 8 shall survive termination of this Agreement.

## 5. Indemnification and Insurance

5.1 Indemnification. Institution shall indemnify, defend and hold harmless Health System, its trustees, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and expenses of litigation) arising out of or relating in any manner to damages or injury caused by or resulting from negligent or intentional acts or omissions by the Institution, or its employees, agents, or Students, or arising out of or resulting from the performance or non-performance by the Institution of its obligations hereunder.

5.2 Insurance. Institution shall maintain, or shall require each Student to maintain, throughout the term of this Agreement, professional liability insurance covering the services to be rendered by Students under this Agreement in the amount of at least [\$1,000,000] for each occurrence with a per annum aggregate limitation of at least [\$3,000,000] and shall obtain so-called "tail insurance" in the above amounts if the insurance being provided is on a claims-made as opposed to an occurrence basis. Additionally, Institution shall maintain throughout the term of this Agreement general liability insurance and professional liability insurance covering the activities of Institution and Institution employees and agents under this Agreement in the amount of at least [\$1,000,000] for each occurrence with a per annum aggregate limitation of at least [\$3,000,000] and shall obtain so-called "tail insurance" in the above amounts if the insurance being provided is on a claims-made as opposed to an occurrence basis. Institution shall deliver to Health System a certificate(s) reflecting such insurance coverage, and Institution and/or Student (as applicable) shall instruct and obtain the consent of each insurer to provide prior written notice to Health System (equal to notice given to Institution and/or Student, as applicable) of any actual or proposed cancellation, termination, expiration, non-renewal, reduction, or other change in the amount or scope

of any coverage under such policy for any cause. Health System shall not be required to provide such insurance nor shall Health System be liable for the payment of any premiums on such insurance.

## 6. Confidentiality and Privacy

6.1 Confidentiality. Institution shall instruct all Students to respect and preserve the confidential nature of Health System confidential or proprietary information which is not known to the public. No records of the Health System, including, but not limited to, patient, financial, or other proprietary business records shall be removed from the premises by a Student under any circumstances. All such records shall be and shall remain the sole property of Health System.

6.2 HIPAA. The Institution recognizes that Health System, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the “HIPAA Regulations”), with respect to the privacy and security of “protected health information” (as defined in the HIPAA Regulations) created, transmitted, maintained or received by Health System (“PHI”). Institution agrees to assist Health System to comply with, and will ensure that the Students comply with and assist Health System to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. Institution shall ensure that the Students use appropriate safeguards to prevent use or disclosure of PHI except as authorized hereunder, and to notify Health System of any such unauthorized use or disclosure promptly upon becoming aware thereof. Institution agrees that it will amend this Agreement from time to time as reasonably requested by Health System to incorporate any relevant changes to the HIPAA Regulations. Institution shall ensure that each Student signs the Health System Confidentiality Agreement attached hereto as Exhibit B and that each Student agrees to abide by all policies and procedures implemented by Health System to ensure its compliance with the HIPAA Regulations, and that each Student complies with Health System and Health System medical staff policies and procedures regarding patient privacy and confidentiality. The parties agree that the Students, in providing treatment to Health System patients, operate as a work force arrangement with Health System.

## 7. Compliance

7.1 Compliance with Health System Standards. Institution shall, and shall ensure that each Student shall (a) comply with all applicable terms of this Agreement and all policies, bylaws, rules and regulations of Health System and Health System's medical staff applicable to Student, as in effect from time to time; (b) cooperate in good faith to investigate any complaints made by Health System patients or Health System personnel and to resolve such complaints in a reasonable time with appropriate action; and (c) ensure that all services provided at or under the auspices of the Health System are at all times rendered in a competent and professional manner, consistent with the continuous quality improvement standards of the Health System as in effect from time to time.

7.2 Compliance with Applicable Laws, Regulations and Standards. Institution shall comply and shall ensure that each Student complies with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Health System, Institution, Students and/or this Agreement.

## 8. **Miscellaneous Provisions**

8.1 Notices. Written notice required under this Agreement shall be effective when delivered by hand-delivery or sent by United States registered or certified mail, postage prepaid and return receipt requested, consigned to an established overnight mail carrier, or sent by confirmed facsimile, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party actually received):

To Institution:                    *Name of Institution:*  
   *Address for notice:*  
   Attn:  
   Fax:

To Health System:  
   Elliot Health System  
   One Elliot Way  
   Manchester, New Hampshire 03103  
   Attn:  
   Fax: 603-663-8932

8.2 Use of Name. Without the prior written consent of the other party, neither party shall use the name or any substantive part of the name of the other party in any advertising, publicity, or publication, except to the extent required to comply with applicable law, to supply information to any licensing or accrediting body of Health System or Institution, or to obtain the consent of Health System patients for Students to participate in their medical care.

8.3 Health System Equipment and Supplies. Institution shall not and shall cause each Student not to remove any equipment or supplies furnished by Health System without the express written authorization of Health System.

8.4 Student Expenses. Each Student shall be responsible for his/her personal expenses while participating in the Clinical Practicum.

8.5 No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

8.6 Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are hereby incorporated into this Agreement.

8.7 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, provided that any amendment shall become effective only when reduced to writing and signed by the parties hereto.

8.8 Assignment and Delegation. No assignment of this Agreement or delegation of the rights and obligations hereunder shall be valid without the specific prior written consent of both parties hereto except that this Agreement may be assigned by Health System as a result of reorganization, merger, consolidation, sale of assets, change in control or sponsorship, or bankruptcy, or to any successor entity. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

8.9 Governing Law. This Agreement and all matters arising out of and relating to this Agreement shall be construed and enforced exclusively in accordance with the laws of the State of New Hampshire, without regard to conflict of law rules.

8.10 Waiver. 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. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

8.11 Section Heading. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.12 Entire Agreement. This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, negotiations, and communications, whether written or oral, between the parties hereto with respect to the subject matter hereof.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

ELLIOT HEALTH SYSTEM

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
*Name of Institution*

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

CLINICAL PRACTICUM OBJECTIVES

**Exhibit B**

STUDENT CONFIDENTIALITY AGREEMENT