

**AGREEMENT BETWEEN
ELLIOT HOSPITAL AND ITS AFFILIATES
AND**

SCHOOL YEAR 2005-2006

The following are the conditions, mutually agreed upon, under which Elliot Hospital and its Affiliates, hereto known as the Clinical Educational Facility, provides home visit observational experience for students enrolled at _____:

_____ agrees to:
(Educational Institution)

1. Take responsibility for the planning and implementation of its educational program at the Clinical Educational Facility.
2. Provide instruction and supervision of those students assigned to this observational experience.
3. Conform and ensure that students conform to the rules, regulations and policies of Clinical Educational Facility, particularly in regard to confidentiality and compliance.
4. Submit student time schedules prior to the commencement of the experience.
6. At the request of Elliot Hospital and its Affiliates, evidence will be provided of PPD status, rubella immunity , HBV if at risk with post-exposure management and record keeping, and any other immunizations required, for each student.

The Clinical Educational Facility agrees to:

1. Provide students with observational experience(s) in the home by allowing students to accompany an agency employed home health aide or registered nurse on home visits for the purpose of observation.

Hold Harmless Clause: The Clinical Educational Facility agrees to indemnify, defend and hold the School harmless from and against any claims and/or liabilities arising out of the negligent acts or omissions of the Clinical Education Center, its agents and/or employees, in the performance of their responsibilities under this Agreement. The School agrees to indemnify, defend and save the Clinical Education Center harmless from and against any claims and/or liabilities arising out of the negligent acts or omissions of the School, its agents, and/or

employees in the performance of their responsibilities under this Agreement. The School agrees to require each student participating in the Clinical Program maintains at least \$1,000,000/\$3,000,000 malpractice insurance protecting both the School and the Clinical Education Center from liability which could occur as a result of the student's fault or negligence. The School shall maintain on file evidence of the existence of insurance required and shall provide a copy of the insurance to the Clinical Education Center. Each party agrees to give the other notice in writing within thirty (30) days of any claim made against it which is covered by this Section 5.

The placement of students shall be as follows:

The placement of students shall be in accordance with mutually agreed upon scheduling. A clinical instructor will coordinate the planning and implementation of the experience and evaluate the outcome with students.

_____ and the Clinical Educational Facility shall maintain the
(Educational Institution)

following lines of communication:

Meeting of key personnel from each agency shall be held prior to the scheduled experience to present the program objectives and at the completion of the experience for purpose of comprehensive evaluation. Minutes shall be kept for the information of all concerned.

Agreements will be jointly planned and renewed yearly. This contract may be terminated by either party provided a six month notification is given.

Date

(Representative, Educational Institution)

Date

Executive Vice President/COO
Elliot Hospital

Date

Vice President for VNS
Elliot Health System