

STUDENT TRAINING AGREEMENT

This STUDENT TRAINING AGREEMENT ("Agreement"), is effective as of _____, 20____, by and between _____ ("Clinic"), and the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada ("School").

This Agreement is made with reference to the following facts:

A. WHEREAS, School conducts the health education programs for students ("Program") listed in Exhibit A, which require clinical experience in _____ in order to acquire technical skill (the "Training Experience").

B. WHEREAS, Clinic operates together with their related ancillary facilities which provide health care to patients (collectively, "Clinic" or "Clinics").

C. WHEREAS, Clinic is willing to allow School's Students (referred to individually as "Student" or collectively as "Students") to receive Training Experience at its facilities located at _____ in order that Student may receive the required clinical experience, all upon the terms and conditions and subject to the limitations set forth in this Agreement.

THEREFORE, it is agreed between the parties as follows:

1. RESPONSIBILITIES OF SCHOOL.

1.1 **Program Under Jurisdiction of School.** The Program conducted pursuant to this Agreement is an education program of School and not Clinic. Students participating in the Program shall be under the exclusive jurisdiction of the School at all times. Notwithstanding the foregoing, the time, place and subject matter of all educational activities at the Clinic, including plans therefore, shall be subject to the approval of Clinic, and School assumes responsibility for assuring that Students observe the rules and regulations of Clinic and that nothing is done which might prove detrimental to Clinic or its patients. Further, School shall:

(a) Designate a faculty member ("Faculty Coordinator") who shall be responsible for the development, coordination, implementation and supervision of the Student's experience at Clinic in consultation with the Designated Representative of Clinic.

(b) Maintain records and reports of the Student's Training Experience for a period of not less than four (4) years;

(c) Notify the Clinic in advance of the planned Training Experience, to include area, date of arrival and name of the Student. This schedule shall be subject to the Clinic's approval, which approval shall not be unreasonably withheld;

(d) Use all reasonable efforts to assure Student's compliance with Clinic's policies and procedures, rules and regulations, including maintaining confidentiality with respect to all confidential information acquired in the course of the Training Experience;

(e) Provide a copy of the performance objectives for the Training Experience and the assurance that the Student is academically prepared to meet such objectives;

(f) Consult with Clinic's Designated Representative with respect to a Student

evaluation process pertaining to the Training Experience;

(g) Assure that Student assigned to Clinic, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Clinic upon request;

(h) Assure that Student has obtained the physical examination, maintains medical insurance, and has complied with such other requirements upon request of Clinic, and submit documentation of that compliance;

(i) Inform Student, prior to the Student's participation in the clinical portion of the Program at Clinic, of the Student's responsibilities as set forth in Paragraph 3 of this Agreement;

(j) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 6 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least three (3) years following termination of this Agreement; and

(k) Assure that Student has signed **Exhibit "B"**, Confidentiality Statement, and **Exhibit "C"**, Student's Responsibilities Prior to and During Student's Training Experience at Clinic.

(l) Conduct an OIG List of Excluded Providers,

(i) School represents and warrants that it has checked the OIG List of Excluded Providers ("List") and that School and no Students provided under this Agreement appear on said List. Further, School represents and warrants that School and no Student provided by School under this Agreement is subject to sanction or exclusion from participation under any federal or state health care program. In the event that School becomes so sanctioned or excluded, Clinic may immediately terminate this Agreement. In addition, any Student or School personnel who become so sanctioned or excluded during the term of this Agreement shall be immediately removed from the Clinic by School, if applicable, and shall be thereafter as pertains to this Agreement excluded from the Clinic. Removal of any excluded personnel pursuant to this Section shall not preclude Clinic's right to immediately terminate this Agreement.

(ii) School shall provide proof of compliance of School's obligations pursuant to this Section 1.1(l) promptly upon request by Clinic. Failure to comply with the obligations of this Section shall be deemed a material breach of this Agreement.

1.2 **Cooperation and Coordination with Clinic.** In order to assure the effectiveness of the Program, School and Clinic will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions.

1.3 **No Compensation.** The Program conducted hereunder shall be conducted without the payment of any monetary consideration by School or Clinic to the other or by or to any Student participating in the Training Experience.

2. **CLINIC'S RESPONSIBILITIES**

2.1 **Clinic shall:**

(a) Appoint a Designated Representative who shall consult with the School Faculty Coordinator for the purpose of implementing and coordinating the Training Experience at Clinic. The Clinic's Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;

(b) Provide appropriate general patient care facilities for the Training Experience conducted under this Agreement, including classroom and conference room space when available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of the Clinic;

(c) Provide opportunities to Student to enable Student to acquire clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Clinic permit;

(d) Permit designated Clinic personnel to participate with the faculty of School in the instruction of Student at Clinic; however, this shall not interfere with the service commitments of Clinic personnel;

(e) Provide a reasonably safe area for storage of Student's personal belongings, although Clinic does not assume responsibility for any personal belongings of Students;

(f) Provide the same cafeteria privileges to Student as are available to Clinic staff;

(g) Permit the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of School;

(h) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 6 throughout the term of this Agreement;

(i) Maintain ongoing communication with School; and

(j) Provide instruction in safety and require that Students adhere to all safety regulations established by the Clinic. Clinic will provide safety education and orientation to safety equipment, policies, and procedures at the time of student orientation. The Clinic will provide all necessary personal protective equipment, appropriate safety equipment and related information for students during assigned clinical experiences.

(k) The Clinic will provide emergency medical treatment in the event of an accident or injury. All expenses for the emergency treatment are the responsibility of the Student. Student is responsible for all follow-up treatment after emergency treatment has been given.

3. **STUDENT'S RESPONSIBILITIES.**

3.1 **Education Primary Responsibility.** It is understood and agreed that Student assigned to Clinic pursuant to this Agreement is assigned primarily for purposes of education and

training, and at no time shall replace Clinic personnel in the provision of patient services. Prior to participating in the Training Experience, shall:

(a) Provide Clinic with certification of training in standard precautions for handling blood and body fluids consistent with U.S. Centers for Disease Control and Prevention guidelines;

(b) Provide evidence of medical insurance coverage,

(c) Provide evidence of a current physical examination or certification from a licensed physician that the Student is in a state of good health and is free from any casually transmitted communicable disease in a contagious stage, and including proof of current status of the following:

(i) Negative result to an 8-panel drug screen consistent with testing done on Clinic employees but no less than an 8-panel drug screen.

(ii) Tuberculosis: proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3) or (4):

(1) Two-step TB skin test (TST) for students with no history or a positive TST who have not been tested in the last 12 months;

(2) One step TST test for students with proof of a negative TST in the last 12 months;

(3) Negative chest radiograph for students with proof of past positive TST;

(4) Negative blood test results.

(iii) Rubella: documented receipt of one vaccination after 1st birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal;

(iv) Rubeola: documented receipt of two vaccinations on or after first birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal.

(v) Chicken pox: documented receipt of vaccination, history of the disease, serological evidence of immunity or statement of refusal.

(vi) Hepatitis B: documented vaccine series of three doses, serological evidence of immunity or statement of refusal.

(vii) Tetanus and diphtheria: documented inoculation within ten (10) years

(d) Execute and transmit to Clinic a Confidentiality Statement in the form attached hereto, marked **Exhibit B**; and Declaration of Responsibilities marked **Exhibit C**.

(e) Conform to all applicable Clinic policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representatives of Clinic and School;

(f) Be responsible for his or her own support, maintenance and living quarters while participating in the Training Experience and for transportation to and from Clinic.

3.2 **Student Access to Clinic Facilities.** Access to the facilities of Clinic by Student shall be allowed only to the extent that access is necessary for the implementation of the Training Experience.

4. **RELATIONSHIP.** Student and faculty, while participating in the Training Experience conducted pursuant to this Agreement, shall not be considered employees of Clinic. Clinic does not assume any liability under any law relating to workers' compensation on account of any act of any Student or faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Student and faculty participating in the Training Experience shall not be entitled to any monetary remuneration from Clinic for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

5. **TERMINATION OF STUDENT.** Notwithstanding anything in this Agreement to the contrary, Clinic may suspend the right of any Student participating under the terms of this Agreement to participate in the Training Experience at Clinic if, in the sole judgment and discretion of Clinic, the conduct, health or attitude of the Student threatens the health, safety, or welfare of any patient at Clinic or the confidentiality of any information relating to a patient. This action shall be taken by Clinic only on a temporary basis until Clinic has consulted with representatives of School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Training Experience at Clinic is vested in Clinic. The procedures referred to in this Paragraph are separate from any procedures of School relating to the Student's continued participation in Program at School.

6. **INSURANCE.**

6.1 **Insurance.** School and Clinic shall purchase and maintain in full force and effect during the term of this agreement the following insurance or equivalent program of self – insurance:

(a) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than \$1,000,000. Such insurance shall include personal and advertising injury with an annual aggregate limit not less than \$2,000,000.

School shall secure and maintain for each Student participating in the Training Experience professional liability/errors and omissions insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. School warrants and represents that Students are not employees of the Nevada System of Higher Education, its institutions, or of the State of Nevada. Nevada Revised Statute 41.035, which limits awards for damages against present or former officers or employees of the State or of any political subdivision to \$100,000 does not, therefore, apply to students.

(b) Clinic and School shall each at their own expense maintain Workers' Compensation insurance for their own employees, as required under Nevada State law or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other

related chapters, is not required; such insurance shall include Employer's liability with a limit not less than \$1,000,000 per occurrence.

6.2 **Continuous Coverage.** Such insurance shall be on an occurrence basis. In order for the acts and omissions of School or Clinic to be continually covered there must be insurance coverage for the entire period commencing with the effective date of this agreement and ending on the date that is at a minimum one (1) month after the final termination date of this agreement including any extensions or renewals thereof.

6.3 **Insurance Company.** All required insurance shall be placed with an insurance company or companies licensed to do business in the State of Nevada, and currently rated A.M. Best as A – IX or better.

6.4 **Primary Insurance.** Clinic and School agree that other than the self-insurance general liability insurance, such policies are primary insurance and shall not contribute to or be in excess of any other insurance or self-insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

6.5 **Certificates of Insurance/Evidence of Protection.** If requested, the parties will furnish to one another certificates of insurance or evidence of self-insurance evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without 30 days written notice to the other party except that 10 days written notice shall be given for non-payment of premium.

6.6 **Waiver of Subrogation.** The parties agree to waive subrogation against each other. Each liability insurance policy shall provide for waiver of subrogation against the School.

6.7 **Mandatory Insurance.** The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligations and requirements to maintain the coverage specified in this section.

6.8 **Clinic Insurance.** Clinic shall keep and maintain, at its sole cost and expense, professional liability/errors and omissions coverage for acts and omissions of Clinic, its offices, employees and agents. All such insurance shall be issued upon such forms and in such amounts that are customary in the Clinic industry or through programs of self-insurance.

7. **APPROVAL AND QUALIFICATION.** Only Students who have satisfactorily completed the pre-clinical didactic portion of the Program, which is prerequisite to clinical experience, shall participate in the Training Experience at Clinic. The number of Students to participate at any one time shall be approved by Clinic.

8. **PROHIBITION AGAINST DISCRIMINATION.** Clinic, School or Student participating in the Program shall not discriminate against any person because of race, color, creed, age, sexual orientation, national origin, sex, marital status, or veteran's status as provided by law. In addition, Clinic, School, or Student shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

9. **DESTRUCTION OF FACILITIES.** In the event that Clinic facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to

render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Clinic determines that the premises or the facilities shall again be tenable.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement, except as otherwise expressly provided, is effective as of the date stated in the first paragraph of the Agreement and shall terminate five (5) years later unless terminated earlier under any of the following provisions.

10.2 **Termination.**

(a) This Agreement may be terminated, without penalty or cause, at any time by either party by giving to the other party a Ninety Day (90) written notice by registered mail to the people at the addresses set forth below the signatures at the end of this Agreement, with the effective date of termination specified in said notice. Such termination shall not take effect with regard to Students already in the Training Experience until such time as those Students have completed their Training Experience.

(b) The provisions of Paragraphs 1.1(k), 2.1(h), 6 and 7 shall survive any termination of this Agreement.

11. **GENERAL PROVISIONS.**

11.1 **Amendment.** This Agreement may not be amended except in writing signed by the authorized representatives of both parties.

11.2 **Governing Law.** The laws of the State of Nevada shall govern this Agreement.

11.3 **Notice.** Any notice, demand, request, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail or overnight delivery to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated upon receipt or in four (4) days from the date-stamped time of mailing if mailed as provided in this Section, whichever first occurs. Alternatively, either party may fax notices, provided that fax notices shall be deemed communicated upon confirmation of successful transmission of the fax notice.

To Clinic:

To School:

College of Southern Nevada
Office of General Counsel
6375 W. Charleston Avenue
Sort Code W32E
Las Vegas, NV 89146
Phone: (702) 651-7488
Fax: (702) 651-7464

11.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

11.5 **Modification and Amendments.** The terms and provisions of this Agreement may be modified or amended by mutual consent of the parties to this Agreement. In the event of a conflict, the terms and conditions of this Agreement will take precedence over those of any similar agreement.

11.6 **Severability of Terms.** If any provision of this Agreement shall be deemed invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

THIS AREA INTENTIONALLY LEFT BLANK

11.7 **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement may not be modified except by an instrument in writing executed by the parties.

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

Board of Regents of the Nevada
System of Higher Education on
behalf of the College of Southern
Nevada

Recommended by:

By: _____

Date: _____

By: _____

Date: _____

Approved by:

By: _____

Date: _____

Reviewed and approved as to legal
form and sufficiency

By: _____

Office of General Counsel

Date: _____

EXHIBIT A

Additional programs may be added by written agreement of the parties.

EXHIBIT B

STUDENT CONFIDENTIALITY STATEMENT

The undersigned understands that all medical information acquired as a result of their participating in work and/or health care activities at _____ (“Clinic”) is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Clinic. The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Clinic. Conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed. The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results. The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Clinic. Clinic may terminate the undersigned’s relationship with Clinic based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Witnessing Faculty Advisor

EXHIBIT C
STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am over eighteen (18) years old.
2. I am a student enrolled in _____ (hereinafter referred to as "Program"), and as such I am participating in the School's clinical experience program (hereinafter referred to as the "Training Experience") at _____ (hereinafter referred to as "Clinic").
3. I agree to obtain a physical examination within one year prior to entering into the Training Experience at Clinic and to provide proof of the following:
 - a. Negative results to an 8-panel drug screen;
 - b. Tuberculosis; Proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3), or (4):
 - (1) Two-step TB skin test (TST) for students with no history or positive TST who have not been tested in the last 12 month;
 - (2) One step TST test for students with proof of a negative TST in the last 12 months;
 - (3) Negative blood test results
 - (4) Negative chest x-ray for students with proof of past positive TST.
 - c. Rubella: documented receipt of one vaccination on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - d. Rubeola: documented receipt of two vaccinations on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - e. Chicken pox: documented receipt of vaccination, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - f. Hepatitis B: documented vaccine series of three doses, serological evidence of immunity, or statement of religious or medical refusal.
 - g. Tetanus and diphtheria: documented inoculation within ten (10) years.
 - h. Certification from a licensed physician that I am free of any casually transmitted communicable disease in a contagious stage.
4. I agree to obtain, at my own cost, a criminal background check to include as a minimum an outstanding warrants search, statewide criminal search, fingerprinting (required by law in Nevada and Arizona), a Department of Motor Vehicle Records search, and civil and criminal public filings for the State of Nevada (hereinafter collectively referred to as the "Background Information"). I agree to provide the Clinic with the Background Information for Clinic's review prior to my acceptance by Clinic.
5. I agree to conform to all applicable Clinic policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Clinic Designated Representative and School.
6. I understand and agree that I am responsible for my own support, maintenance and living quarters while

participating in the Training Experience and that I am responsible for my own transportation to and from the Clinic.

7. I understand and agree that I am responsible for my own medical care needs. I understand that Clinic will provide access to emergency medical services should the need arise while I am participating in the Training Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Clinic shall assume no cost or financial liability for providing such care.
8. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Program.
9. I acknowledge that I will receive academic credit for the Training Experience provided at Clinic and that I will not be considered an employee of Clinic or School, nor shall I receive compensation from either the Clinic or the School. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Clinic's or School's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.
10. I understand that Clinic may suspend my right to participate in the Training Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Clinic or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Clinic only on a temporary basis until after consultation with School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Clinic is vested in Clinic.
11. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, sexual orientation, national origin, age, physical handicap, or medical condition as provided by law.
12. I further understand that Clinic has the right to suspend use of their facilities in connection with this Training Experience should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

I have read the foregoing; I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Clinic will permit me to participate in the Training Experience at Clinic.

Student Signature

Date

Printed Name of Student