

# STUDENT TRAINING AGREEMENT

BETWEEN

\_\_\_\_\_ [1]

(School)

AND

**THE NEW YORK AND PRESBYTERIAN HOSPITAL**

(Hospital)

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_ [2] by and between \_\_\_\_\_ [3], a corporation organized and existing under the laws of the State in which it is situated, with its principal place of business located at \_\_\_\_\_, \_\_\_\_\_ [4] (hereinafter the "School") and the NEW YORK AND PRESBYTERIAN HOSPITAL, a New York not-for-profit corporation with its principal office located at 525 East 68th Street, New York, N.Y. 10021 (hereinafter the "Hospital").

**WHEREAS**, the School desires to have students in its \_\_\_\_\_ [5] Program receive clinical education and training at the Hospital; and

**WHEREAS**, the parties desire to cooperate with one another to develop and establish a clinical education and training program for the School's students at the Hospital; and

**WHEREAS**, the Hospital is willing to accept the School's students for such purposes; and

**WHEREAS**, the purpose of this Agreement is to stipulate the nature of the services to be provided by the respective parties and to further stipulate the rights and obligations thereof.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

## **1.0 FACILITIES**

- 1.1 The Hospital shall make its facilities available to the School, to the extent practicable, in order to assist the School in carrying out its clinical education and training program (the "Program"), on behalf of its students enrolled in the School's Program (the "Program Participants") training at the Hospital, giving due consideration to the Hospital's continuing need to deliver quality patient care, and the educational needs of both the Program Participants and those students in other educational programs at the Hospital.
- 1.2 Insofar as practicable and consistent with the objectives of this Agreement, and at the option of the Hospital, the Hospital shall make classroom or conference room space available and permit the use of Hospital materials or equipment for instructional purposes. The Hospital shall in no way be liable to the Program Participants for any loss, damage, theft or injury to any property or personal belongings of the Program Participants.

- 1.3 The Hospital's cafeteria shall be available to the School's Program Participants during periods when they are assigned to the Hospital.
- 1.4 The School and/or Program Participants shall be responsible for the housing, transportation, meals and other daily expenses of the Program Participants and the Hospital shall in no way be responsible for any such expenses.

## **2.0 PROGRAM RESPONSIBILITIES**

- 2.1 The School and the Hospital shall maintain ongoing communication to coordinate the scheduling of clinical education and training.
- 2.2 Except as hereinafter provided and subject to the Hospital's control of its services and facilities, the School shall otherwise have complete academic control of all phases of its Program, including (i) administration; (ii) planning; (iii) curriculum content and instruction; (iv) faculty appointments; (v) the requirements for matriculation, promotion and graduation; and (vi) maintaining the accreditation status, if any, of its education programs.
- 2.3 All clinical education and training shall be the responsibility of the School faculty, in collaboration with Hospital personnel. Hospital personnel will provide on-site clinical supervision of the Program Participants. The School faculty will be available for consultation with, supervision of and observation of its Program Participants.
- 2.4 The School shall be responsible for preparing and submitting to the Hospital at least two (2) months in advance (or less upon mutual agreement of the parties), a proposed schedule of Program Participant assignments and types of clinical education and training required. The School and the Hospital shall mutually agree upon the number of Program Participants assigned to the Hospital, types of clinical education and training, the schedule and dates of training at the Hospital during the School year and all individual assignments.
- 2.5 Prior to the assignment of any Program Participant to the Hospital, the School shall ensure that each Program Participant shall have all appropriate credentials and shall meet the professional standards established by all relevant certifying or accrediting entities and applicable federal, State and local laws and regulations. At the Hospital's option, the School shall arrange pre-placement interviews of Program Participants with the designated Hospital personnel.
- 2.6 The specific period of assignment for Program Participants at the Hospital will be consistent with the applicable curriculum requirements for clinical education and training for the Program Participants as set forth in the School's course descriptions and curriculum guidelines. The curriculum for the Program Participants at the Hospital shall be provided to and require the approval of the Hospital prior to implementation.
- 2.7 Program Participants shall not be in patient areas or other areas of the Hospital at hours other than those specifically agreed to by the Hospital. Any direct patient care, clinical

services or other Program activities performed by the Program Participants while at the Hospital shall at all times be under the supervision of authorized Hospital personnel.

- 2.8 The School shall maintain accurate and complete records and reports on the Program Participants' clinical education experience at the Hospital.
- 2.9 Prior to the assignment of each and every Program Participant to the Hospital, the School shall certify in writing by completing a **Health Clearance Certification Rider** (a copy is attached hereto) documenting that each Program Participant meets the health, immunization and infection control training criteria required by the Hospital as stated below. Such **Health Clearance Certification Riders** may be added as necessary and signed by the authorized representative of the School. The School will make the health care files of the Program Participants available to the Hospital for review upon request.
- Each Program Participant shall have:

- had a physical examination and health history within the past year sufficient in scope to ensure that the Program Participant is free from any health impairment which is of potential risk to patients or which might interfere with the performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior;
- Certification of immunity (documented titers) or evidence of a medical contraindication for: measles; rubella; and varicella.
- PPD within one year to be reported in mm of induration.
- Chest X-Ray if PPD is equal to or greater than five- (5) mm induration and dated after this PPD.
- the necessary lab tests required under the New York State Health Code (10 NYCRR 405.3) as well as Hepatitis B surface antigen and antibody lab test taken within one year.
- documentation of a history of Smallpox vaccine
- been offered Hepatitis B vaccine if not immune and a signed declination in OSHA language if participant refuses Hepatitis B vaccine.
- infection control training on bloodborne pathogens; and
- if Program Participant will be working with lasers, a baseline eye examination, including ocular history, visual acuity, macular function, color vision and fundoscopic exam with dilation.

- 2.10 The Hospital will provide emergency medical treatment and evaluation and management of bloodborne pathogen exposure to Program Participants who become ill or injured while at the Hospital. The Program Participant so treated will be responsible for all charges for emergency care and any care or treatments, if elected, beyond emergency care.
- 2.11 The School shall instruct its Program Participants that they must comply with all Hospital policies, rules, regulations and procedures.
- 2.12 Evaluations by Program Participants of their clinical education and training at the Hospital shall be made available to the Hospital upon request.

### **3.0 HOSPITAL'S RIGHT TO DISMISS PROGRAM PARTICIPANTS**

At the Hospital's request, the School shall immediately suspend from the rotation and remove from the Hospital any Program Participant who fails to obey the Hospital's policies, rules, regulations and procedures or whenever, in the judgment of the Hospital, such removal shall serve the best interests of the Hospital and its patients. Any Program Participant who is removed pursuant to this paragraph may be permitted to return to the Program and the Hospital when and if the underlying problem or condition is resolved to the full satisfaction of the Hospital and the School.

### **4.0 PROGRAM PARTICIPANTS INVITEES**

- 4.1 The Program Participants shall be considered invitees of the Hospital, and at all times be subject to and required to comply with all of the Hospital's policies, rules, regulations and procedures.
- 4.2 No Program Participant from the School shall in any way be considered a servant, contractor, agent or employee of the Hospital. No Program Participant shall be entitled to any remuneration from the Hospital, or to any benefits, including disability benefits or any other rights and benefits normally afforded employees of the Hospital.

### **5.0 INSURANCE**

- 5.1 The School shall have and maintain comprehensive general liability insurance and professional liability (malpractice) insurance, both with reputable and financially secure insurance carriers, and ensure that such insurance coverage is in full force and effect and that the limits of coverage are not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, covering bodily injury, personal injury and property damage. Such insurance shall protect the Hospital against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to or death of persons or damage to property, whether such injuries, death or damages be attributable to the statutory or common law negligence or any other acts of the School, its Program Participants, faculty, employees, officers, trustees, agents or independent contractors. Such policy or policies of insurance shall be obtained from a company, or companies, duly authorized to do business in New York; shall name the Hospital as insured thereunder; and shall be endorsed to state that in the event of cancellation, the Hospital shall be notified at least thirty (30) days in advance; and shall provide that the carrier shall appear, defend and indemnify the Hospital and its officers, agents, and employees in connection with all such claims, losses or damage. The School will provide the Hospital with an executed copy of the certificate of such insurance policies prior to the effective date of this Agreement and every year thereafter.
- 5.2 The School shall also maintain Workers' Compensation and Disability coverage as required by law with respect to all School faculty members and employees. In addition,

the School shall ensure that each Program Participant maintains medical insurance covering injuries or illness that occur during the period of their participation in the Program.

## **6.0 INDEMNIFICATION AND HOLD HARMLESS**

- 6.1 The School shall defend, indemnify and hold harmless, the Hospital, its trustees, directors, officers, employees, medical staff, agents and independent contractors from and against any and all claims, liabilities, losses, damages, demands, lawsuits, settlements, judgments and expenses, including reasonable attorneys' fees, arising from or in connection with the activities of the School and its Program Participants under this Agreement including any injuries or disabilities of any nature, including death or damage or loss of property of any nature sustained by the Program Participants, arising out of their activities under this Agreement.
- 6.2 The School shall reimburse the Hospital for the cost of all damages to Hospital equipment and any other Hospital property arising out of the activities of any Program Participant participating in the Program.

## **7.0 SURVIVAL**

In addition to Sections 10, 11, 13, and 17 which survive by their terms, the obligations of the School as set forth in Sections 5 and 6 above to insure, protect, defend, indemnify, hold harmless and reimburse the Hospital herein shall survive the expiration and termination of this Agreement.

## **8.0 NO AGENCY OR JOINT VENTURE**

This Agreement shall not be construed to make the Hospital an agent of or a joint venture with the School. Each of the parties hereto expressly disclaims any intention to enter into any such agency or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other.

## **9.0 NON-DISCRIMINATION**

Neither party shall discriminate against any employee, applicant or Program Participant on the basis of race, color, creed, religion, national origin, age, disability, sex, sexual orientation or marital status.

## **10.0 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 10.1 In connection with the performance of this Agreement, both parties shall comply with all applicable federal, State and local laws, rules and regulations.
- 10.2 Notwithstanding any other provision to the contrary in this Agreement, the Hospital remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, State and local statutes, rules and regulations and JCAHO standards. The Hospital retains sole responsibility, authority and

accountability for patient care at the Hospital. Nothing contained in this paragraph shall be construed to make the Hospital responsible or liable for the negligent or improper acts or omissions of School or the School's Program Participants arising from the performance of their duties and functions pursuant to this Agreement.

#### **11.0 CONFIDENTIALITY**

**11.1** The School shall inform its faculty and Program Participants that they must respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Hospital's electronic information system. The School shall also inform its faculty members and Program Participants that they are required to comply with all applicable federal, State and local laws and regulations governing the confidentiality of patient information and medical records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the requirements of New York State statutes and regulations concerning HIV/AIDS-related information. Each Program Participant who may have access to confidential information shall be educated regarding the laws governing the confidentiality of such information. In the event that the School becomes aware of any known misuse of confidential information, it shall immediately notify the Hospital.

**11.2** The obligations set forth herein shall survive the termination of this Agreement.

#### **12.0 NON-ASSIGNABILITY**

Neither party shall assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party. No assignment, subcontracting, subletting or other such disposition of this Agreement by either party shall relieve that party of its commitments hereunder.

#### **13.0 NOTICES**

Any and all notices of any nature referred to in this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, or registered or certified mail, return receipt requested. Notice shall be sent to the attention of the signatories of this Agreement at the addresses indicated herein with a copy to the respective counsel for the party being noticed also at the addresses indicated herein. The parties may change their addresses by notice sent in accordance with this paragraph 13.0.

#### **14.0 TERM AND TERMINATION**

**14.1** This Agreement shall be effective from the date first stated herein and shall be reviewed annually by the School and the Hospital. This Agreement shall automatically renew

annually and remain in effect until it is terminated.

14.2 Either of the parties to this Agreement may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. Any such termination will not take effect with respect to Program Participants already participating in the Program until completion of that semester of clinical education and training provided the Hospital agrees in writing. The Agreement may be terminated immediately upon the occurrence of any one of the following events: mutual agreement of the parties; loss of operating license; loss of insurance; or material breach of the Agreement.

**15.0 ENTIRE AGREEMENT**

This Agreement and its attachments constitute the entire agreement between the parties herein with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. It may be changed or modified by a written instrument signed by a duly authorized representative of each of the parties, except that *Health Clearance Certification Riders* may be added as set forth in Section 2.9.

**16.0 SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**17.0 GOVERNING LAW**

This Agreement has been executed in, and shall be governed by and interpreted exclusively in accordance with, the laws of the State of New York. Any controversy or claim arising from or relating to the Agreement shall be brought only in the courts in the County and State of New York.

**18.0 MUTUAL COOPERATION**

The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest services to the public.

**19.0 THIRD PARTY BENEFICIARY**

This Agreement shall not create or establish any rights or status to this Agreement in any third party except as may otherwise be stated expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BY THE SCHOOL [6]**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY NEW YORK - PRESBYTERIAN HOSPITAL [7]**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Senior Vice President

**Approved as to Hospital Clinical Department [8]:**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**[NYPH Legal approval is not required unless modifications are made to this pre-approved agreement]**



**STUDENT TRAINING AGREEMENT  
HEALTH CLEARANCE  
CERTIFICATION RIDER  
FOR PROGRAM PARTICIPANTS**

In accordance with the Student Training Agreement between \_\_\_\_\_  
[R1] and The New York and Presbyterian Hospital (NYPH), dated \_\_\_\_\_, [R2] the  
following Program Participants meet the health requirements mandated by the City and State of  
New York and the Federal Government, including that promulgated in 10 NYCRR § 405.3, as  
amended from time to time, as well as health requirements mandated by the NYPH:

Name of Program Participants [additional pages may be added as necessary] [R3]:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Certified by [R4]:**

\_\_\_\_\_ (School)

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_