

**CONTRACT NAME: AGREEMENT BETWEEN DIGNITY HEALTH AND  
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF PLAN:** This educational training agreement establishes a master affiliation agreement between Dignity Health and DaVinci Charter Academy. DaVinci plans to place students at Woodland Memorial Hospital for internships.

Effective Date: 05/01/2018Expiration Date: 04/30/2020**EDUCATIONAL AFFILIATION MANAGEMENT**

Lenson E. Stuart - Director, Clinical Education - GSSJSA

**EDUCATIONAL TRAINING AGREEMENT**

THIS EDUCATIONAL TRAINING AGREEMENT ("Agreement") is made and entered into by and between the Dignity Health affiliated entity(ies) identified in the Key Informational Terms below (each, a "Training Site"), and the educational institution identified in the Key Informational Terms below ("School"). Training Site and School (each a "Party" and collectively the "Parties") agree as follows:

**KEY INFORMATIONAL TERMS****A. Dignity Health Training Site(s).**

Dignity Health, a California nonprofit public benefit corporation on behalf of its California affiliated hospitals and ancillary facilities

State in which Training Site is located:  
California ("State")

**B. Training Site Notice Address.**

Dignity Health – Clinical Education  
1700 Tribute Road, Suite 100  
Sacramento, CA 95815

Copy to: Dignity Health Legal Department  
185 Berry Street, Suite 300  
San Francisco, CA 94107

**C. School's Name and Description.**

Davis Joint Unified School District, a political subdivision of the State of California

**D. School's Notice Address.**

526 B Street  
Davis, CA 95616

**E. Term. This Agreement commences on May 1, 2018 (the "Effective Date") and expires on April 30, 2020 (the "Expiration Date").****F. Without Cause Termination. Number of days' notice required for without cause termination: 30****G. Parts. This Agreement is comprised of the following parts:**

- (i) Part I Dignity Health Terms and Conditions.
- (ii) Part II Background Checks and Health Screening Process.
- (iii) Part III Sample Letter of Attestation.
- (iv) Part IV Confidentiality Statement
- (v) Part V Student Declaration of Responsibilities
- (vi) Part VI Student-Employee Unpaid Educational Training Agreement

IN WITNESS WHEREOF, Training Site and School have caused this Agreement to be executed as of the dates below, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement

**TRAINING SITES**

Printed Name: Lenson E. Stuart  
Title: Director, Clinical Education  
Date: 7/5/2018

**SCHOOL**

Printed Name: Bruce E. Colby  
Title: Chief Business Officer, DJUSD  
Date: 7-3-2018

**Part I**  
**EDUCATIONAL TRAINING AGREEMENT**  
**DIGNITY HEALTH TERMS AND CONDITIONS**

**I. GENERAL INFORMATION**

1.1 Program Covered under this Agreement. School provides and conducts various educational and/or academic programs (“**Program(s)**”) for its students (at times referred to herein individually as a “**Student**” or, collectively, as “**Students**”), and such Program(s) require clinical and/or non-clinical experience so that the Student(s) can fulfill an academic requirement (collectively, the “**Field Experience**”).

1.2 Program under Jurisdiction of School. Any Program that is covered under this Agreement is an education Program of the School and not of the Training Site. Accordingly, any Student participating in the Program shall at all times be under the exclusive jurisdiction of the School as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Training Site. School assumes responsibility for assuring that each Student does nothing detrimental to the Training Site patients, and that each Student observes and complies with the rules and regulations of the Training Site as more specifically set forth herein.

1.3 Primary Contacts. Each Party shall designate a primary contact and an alternate (collectively “**Primary Contact**”) respectively, who shall coordinate with each other in the planning, development, implementation and coordination of the Program(s) to be provided to the Students. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.4 Application of Agreement to Program(s). The School’s Primary Contact shall determine in advance with the Training Site’s Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. Such information shall be separately documented by both the School and the Training Site.

1.5 Preliminary Information. Once it is determined among the Parties as to which Program shall be conducted at Training Site, the School and the Training Site shall agree before the beginning of that particular Field Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student’s training, including without limitation date of arrival and date of completion. Such information shall be separately documented by both the School and the Training Site.

1.6 Supervision. School shall maintain responsibility for Student activities and conduct while at Training Site, and shall maintain supervision over the Program(s) (including all grading); however, Training Site shall provide appropriate Field Experience.

1.7 Cooperation and Coordination with Training Site.

(a) In order to assure the effectiveness of each Program, School and Training Site 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 and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

(b) School and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) School and Training Site shall in addition cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student’s level of education, ability and experience, with School determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as set forth herein.

1.8 Instructors/Clinical Preceptors.

(a) If applicable, School is responsible for obtaining instructor(s) and/or preceptor(s) authorized by the Training Site to supervise all instruction and Student activities for the Program at Training Site, except for any particular course(s) that use clinical preceptors (instructors and preceptors obtained by School shall be at times referred to herein individually as an “**Instructor**” or, collectively, as “**Instructors**”). In the case of any Student undertaking an education and/or academic program to become a physician assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist or other mid-level licensed independent practitioner in training (collectively “**Mid-Level Student**”): (i) said Instructor shall be a

member of the Medical Staff of the Training Site; (ii) said Instructor shall not serve as a preceptor for more than one (1) Mid-Level Student at any given time; and (iii) School shall submit to Training Site verification of the School's agreement with said Instructor and of the Instructor's agreement to comply with all applicable statutes and regulations governing preceptors.

(b) With respect to Mid-Level Students, School shall comply, and shall require each Mid-Level Student to comply, with the Training Site Rules and the Medical Staff Rules (as defined in Section 4.1 below), as well as the standards of The Joint Commission, as applicable. In addition, School shall advise the Mid-Level Student that the Mid-Level Student has no rights pursuant to the Medical Staff Rules, including, but not limited to, any hearing rights.

(c) Training Site shall provide qualified personnel to supervise any particular course(s) requiring clinical preceptor(s). Each clinical preceptor shall assume responsibility for care provided to patient(s) while the Student participates in the Field Experience, and shall ensure that all appropriate patient consents are obtained; except that in the case of Mid-Level Students, the Instructor shall remain responsible for patient care and shall ensure that all appropriate patient consents are obtained.

(d) If this Agreement is intended to facilitate School assigning or placing nursing or Mid-Level Students at Training Site, School shall ensure that the Instructor is at all times present at the Training Site any time its Students are present in accordance with the terms of this Agreement, including both "prep time" and "clinical time." At no time will School direct its nursing or Mid-Level Students into Training Site unaccompanied or unsupervised without the Training Site's consent.

## **II. SCHOOL'S RESPONSIBILITIES**

2.1 Accreditation. School shall maintain accreditation(s) appropriate for its location and the program(s) it offers, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) If requested by Training Site, School shall deliver each year to the Training Site Primary Contact an electronic copy of School's annual report as filed with its programmatic accreditor, and shall do so no later than forty-five (45) days after School's due date for filing said annual report.

(ii) School shall further deliver to the Training Site Primary Contact electronic copies of any written communication by and between School and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of School's sending or receipt of same.

(c) Appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Training Site's request, furnish additional evidence of such accreditation, licensing and/or credentials.

2.2 Student/Instructor Contact Information. School shall complete and send to the Training Site Primary Contact a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the School), which shall include the Student's/Instructor's name, address and telephone number prior to the beginning of the planned Field Experience. Training Site shall regard this information as confidential. Training Site also reserves the right to develop, implement and require an online registration system, which School and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials and attestation. School may incur a charge, payable to Training Site or the online registration vendor, for Student and/or Instructor access to the online registration system.

2.3 Schedule of Assignments. School shall notify the Training Site Primary Contact of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience not less than thirty (30) days prior to the planned Field Experience. This schedule shall be subject to Training Site's approval, which approval shall not be unreasonably withheld.

2.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Program, which is prerequisite to the Field Experience, shall participate in the Field Experience. The number of Students to participate in the Field Experience at any one time is subject to Training Site's prior written approval.

2.5 Planning and Educational Objectives. School shall plan the educational Program, and shall provide to the Training Site Primary Contact a copy of the Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. School shall also provide assurance that the Student assigned is academically prepared to meet such objectives.

2.6 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for a period of not less than five (5) years.

2.7 Rules and Regulations. School shall enforce rules and regulations governing the Student(s) as mutually agreed upon by School and Training Site. School shall also use all reasonable efforts to assure each Student's compliance with the Training Site's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information accessed and/or acquired in the course of the Field Experience.

2.8 Health Policy. School shall provide to Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, proof that such Student/Instructor meets the health screening requirements set forth in Section D of Part II. School shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site if the Student/Instructor does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease. If such information reasonably suggests that patients of the Training Site may be placed at risk by the presence of a particular Student/Instructor, Training Site reserves the right to refuse to allow such Student/Instructor to participate in Field Experience at the Training Site. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

2.9 Bloodborne Pathogen Training. School shall assure that each Student assigned to Training Site, prior to any observation period or participation in any Field 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 Training Site upon request.

2.10 Student/Instructor Responsibilities. School shall notify each Student and Instructor that he/she is responsible for:

- (a) Following the policies, procedures, rules and regulations of the Training Site as applicable, including the Training Site's dress code.
- (b) Arranging for his/her own support, maintenance, transportation and living arrangements when not provided by School.
- (c) Arranging for and assuming the cost of his/her individual health insurance.
- (d) Assuming responsibility for care for his/her personal illness, all necessary immunizations, tuberculin test and initial drug screening as required by Training Site.
- (e) Maintaining confidentiality of patient information, as more fully set forth in Article IX below.
- (f) Wearing photo ID name badges identifying him/herself as a Student/Instructor of the School.
- (g) Attending and completing orientation at the Training Site, or other designated location and/or means, prior to Student/Instructor's assignment at Training Site. In addition, Students/Instructors, at School or Student's expense, must complete and submit proof to Training Site of training on: environment of care, national patient safety goals, and patient privacy, as required by Training Site.
- (h) Notifying Training Site management immediately of any perceived or suspected violation of federal or State laws at Training Site.
- (i) Signing the Confidentiality Statement attached hereto as Part IV and, in the case of Students, the Student Declaration of Responsibilities attached hereto as Part V.

2.11 Background Checks.

(a) For each Student eighteen years (18) years of age or older, and for each Instructor, Training Site requires School to provide proof of a lawful background check for each Student and Instructor before the planned Field Experience. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in Part II. The results of the background check shall be scored based on the Dignity Health Background Screening Scoring Guidelines (the "Guidelines"), as the same are set forth in Part II. School shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site in the event that, based on the Guidelines, such Student/Instructor scores other than a "Pass" on the background check. If any information obtained through the background check may indicate that patients of Training Site may be placed at risk by the presence of a particular Student and/or Instructor, Training Site reserves the right to refuse to allow such Student and/or Instructor to participate in the Program(s) at Training Site. Training Site is not financially responsible for the background check.

(b) For each Student less than eighteen (18) years of age, School represents and warrants that, prior to Student's participation in the Field Experience, School has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Training Site to audit at any time.

## 2.12 Required Documentation.

(a) School shall assure that each Student maintains medical insurance, and that each Student has complied with such other requirements upon request of Training Site, and has submitted documentation of such compliance. Such documentation shall include without limitation that each Student has signed the Confidentiality Statement attached hereto as Part IV and the Student Declaration of Responsibilities attached hereto as Part V outlining his/her responsibilities prior to the commencement of Student's Field Experience at the Training Site (NOTE: should Student also be an existing employee of Training Site and the Student performs the Field Experience at the same time as performing work for Training Site, Student shall not be required to sign Part V; instead, such Student shall sign Part VI, and such Student's relationship with Training Site shall be governed by Student's employment relationship with Training Site).

(b) School shall provide to the Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, a letter in the form attached as Part III, or in another form as requested by Training Site, attesting that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement.

(c) NOTE: notwithstanding anything in this Agreement to the contrary, in the case of Instructors for Mid-Level Students, the Instructor shall not be required to sign Part III. School shall not have the obligations set forth in Section 2.8 (Health Policy) or Section 2.11 (Background Checks) with respect to such Instructor, and the School shall not be required to submit to Training Site a letter of attestation for such Instructor; rather such Instructor's relationship with Training Site shall be governed in all respects by the Instructor's status as a member of the Medical Staff of Training Site.

## III. TRAINING SITE'S RESPONSIBILITIES

3.1 Access to Training Site. Training Site shall permit only authorized Instructors and only the mutually agreed upon Students enrolled in the Program(s) access to the Training Site as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Training Site's regular activities.

3.2 Education Opportunities. Training Site shall provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Training Site permit. Training Site shall also permit designated Training Site personnel to participate with the Instructors in the training of the Students at Training Site, provided such participation does not interfere with the service commitments of Training Site personnel.

3.3 Accreditation. Training Site shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the School's Students.

3.4 Emergency Health Care/First Aid. Training Site shall, on any day when Student/Instructor is participating in training at Training Site, provide to Student/Instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student's or Instructor's participation in the Program at Training Site. Except as provided regarding such emergencies, Training Site shall have no obligation to furnish medical or surgical care to any Student or Instructor. Students and Instructors will be financially responsible for all such care rendered in the same manner as any other patient.

## IV. COMPLIANCE WITH LAWS AND STANDARDS

4.1 General Compliance. The Parties shall comply with the following to the extent applicable to the Program(s): (a) Dignity Health's Standards of Conduct; (b) all federal, state and local laws, rules and regulations; (c) the bylaws, rules, regulations, guidelines and policies and procedures of Training Site ("**Training Site Rules**"); and (d) the bylaws, rules and regulations of the Medical Staff of Training Site ("**Medical Staff Rules**").

4.2 Acknowledgment of Corporate Integrity Program. School acknowledges that Training Site operates under the Corporate Integrity Program of Dignity Health. School further acknowledges that, notwithstanding anything contained herein, neither Party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that the School, the Instructors and the Students have not been, nor currently are, excluded from participation in government funded healthcare programs, including without limitation Medicare, Medicaid, CHAMPUS and FEHP.

4.3 Standards. It is understood and agreed that Students and Instructors shall comply, to the extent applicable to the Field Experience, with the Statement of Common Values, as adopted by Dignity Health ("**Statement**"), and, if Training Site is Catholic-sponsored, with the Ethical and Religious Directives for Catholic Health Care Services, as adopted by the United States Conference of Catholic Bishops ("**Directives**"). A copy of the Statement and/or Directives may be obtained from Training Site's administration.

#### 4.4 Non-Discrimination.

(a) The Parties agree that Student(s) participating in the Program at Training Site pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

(b) The Parties further agree that Training Site, School or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

4.5 Network Usage Policy. School shall assure that School and each Student and/or Instructor assigned to Training Site who shall have access to Training Site's computer network shall comply with and sign Dignity Health's Network Usage Policy.

### V. STATUS OF STUDENTS AND FACULTY

5.1 Non-employment Status. It is expressly agreed and understood by School and Training Site that Students and Instructors under this Program(s) are in attendance for educational purposes, and such Students and Instructors are not considered employees of Training Site for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Training Site. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and School.

5.2 No Compensation. The Program(s) under this Agreement shall be conducted without payment of any monetary consideration by School or Training Site to the other, or by or to any Student participating in the Program(s), and School shall ensure that all Students understand that Students will not be compensated in their trainee roles.

#### 5.3 Training Site-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be a current employee of Training Site ("*Student-Employee*"), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Training Site, and such Student-Employee shall sign Part IV and Part VI. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Training Site, Training Site's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Training Site policies. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while purely participating in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience.

(c) Student-Employees must also comply with the special requirements set forth in Part II.

### VI. INDEMNIFICATION

6.1 School Indemnity. School shall defend, indemnify and hold harmless Training Site and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, employees, agents, Instructors or Students.

6.2 Training Site Indemnity. Training Site shall defend, indemnify and hold harmless School, its officers, employees, agents and Students from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Training Site or its officers, employees or agents.

6.3 Survival. The terms of this Article VI shall survive the expiration or termination of this Agreement.



## **VII. INSURANCE**

7.1 School Insurance. School warrants and represents that School provides:

(a) General and professional liability insurance or self-insurance covering School, Students and Instructors, each insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if School is a public entity entitled to governmental immunity protections under applicable state law, then School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If such insurance or self-insurance is on a claims-made basis, School shall maintain continuous coverage for the term of this Agreement and a period of three (3) years after termination or expiration of this Agreement.

(b) School further warrants and represents that it provides workers' compensation insurance for its own employees (including Instructors employed by School) as required by applicable state law, and student accident insurance of at least \$10,000 for any Student not covered by School's workers' compensation insurance.

7.2 Training Site Insurance. Training Site shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general and professional liability and workers' compensation coverage.

7.3 Certificates of Insurance/Evidence of Protection. The Parties shall provide to each other upon request certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other Party.

7.4 Survival. The terms of this Article VII shall survive the expiration or termination of this Agreement.

## **VIII. TERM AND TERMINATION**

8.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

8.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

8.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

8.4 Termination of Individual Student/Instructor. Notwithstanding anything in this Agreement to the contrary, Training Site may request School to withdraw from the Program(s) any Student or Instructor at Training Site whom Training Site determines is not performing satisfactorily, or who refuses to follow Training Site Rules, or violates federal or State laws. In addition, Training Site may suspend immediately from participation in the Program at Training Site any Student or Instructor who, in the sole judgment and discretion of Training Site, engages in conduct or attitude that threatens the health, safety or welfare of any person, or the confidentiality of any information relating to a patient; School shall comply with any such request immediately, unless the Training Site agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of School relating to the Student's/Instructor's continued participation in Program at School.

8.5 Termination of Student-Employees. Notwithstanding Section 8.4 above or any other contrary provision in this Agreement, Training Site's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

8.6 Destruction of Training Site. In the event that Training Site is partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Training Site untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Training Site determines that the premises or the facilities shall again be tenable.

## **IX. CONFIDENTIALITY**



9.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

9.2 Patient Health Information. Students and Instructors may receive or acquire from Training Site "protected health information" ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). School agrees that all PHI acquired as a result of Students' training at Training Site is confidential, and that School, Students, and Instructors are prohibited from using and/or 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 Training Site. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Training Site. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Training Site.

9.3 Confidentiality Training/Workforce. School shall warrant to Training Site that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of PHI and Training Site proprietary information at all times, and to comply with all federal and State laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State law. Training Site reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Training Site's workforce, as defined by HIPAA.

9.4 Patient Authorization. No Training Site PHI may be disclosed to or shared with School (or School's employees or agents not participating as on-site Instructors) during the course of the Program(s) unless Training Site has received express written patient authorization. Training Site shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and Instructors shall use only de-identified information (as defined by HIPAA) in any discussion with School (or School's employees or agents not participating as on-site Instructors).

9.5 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones at Training Site.

9.6 Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, School shall use its best efforts to return to Training Site or to destroy all written and electronic PHI received or acquired from Training Site. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

9.7 Notice of Breach of Confidentiality. If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Training Site of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.8 Remedies of Breach. School agrees that, if it breaches this Article IX on Confidentiality, Training Site may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Training Site shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article IX by School.

9.9 FERPA. To the extent Training Site generates or maintains educational records related to Student, Training Site agrees to comply with the Family Educational Rights and Privacy Act ("**FERPA**"), to the same extent as such laws and regulations apply to School, and shall limit access to only those Training Site employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Training Site as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Training Site to carry out the Program.

9.10 Survival. The terms of this Article IX shall survive the expiration or termination of this Agreement.

## **X. GENERAL PROVISIONS**

10.1 Assignment; Binding on Successors. No Party may assign its rights or delegate its duties without the express written approval of the other Party, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

10.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

10.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a "**Dispute**") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after

delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Training Site is located by JAMS, Inc. in accordance with its commercial arbitration rules. The Parties shall bear the arbitrator's fees and expenses equally. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in the county where Training Site is located. The terms of this Section shall survive the expiration or termination of this Agreement.

10.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

10.6 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

10.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (*e.g.*, FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Informational Terms above.

10.8 Referrals. Nothing in this Agreement or in any other written or oral agreement between Training Site and School contemplates or requires the admission or referral of any patients or business to Training Site or any affiliate of Training Site.

10.9 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

10.10 Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10.12 Title 22 Compliance. If Training Site is an acute care hospital located in California only: without limiting the obligations of School, Training Site shall retain administrative responsibility for its operation, as required by Title 22, California Code of Regulations, Section 70713.

## Part II

### EDUCATIONAL TRAINING AGREEMENT

#### Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the Training Site Primary Contact or his/her designee, electronically or via facsimile, no less than **thirty (30) days** prior to the Student's/Instructor's arrival at the Training Site.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in Part III. The background check shall be conducted **no more than ninety (90) days** prior to clinical and/or non-clinical experience commencement and reported to Training Site Primary Contact **at least thirty (30) days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is required upon Program initiation and upon any renewal and/or new rotation under a Program (except as stated herein). Training Site is not financially responsible for the background check. The background check shall include at a minimum:

- a controlled substance screen in accordance with Training Site's policy;
- a social security number trace (used to identify additional names and or locations of residence);
- a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Field Experience;
- a national registry search of violent sexual offenders and predators; and
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation, prior to Student's arrival and on a monthly basis thereafter (<https://www.sam.gov/portal/public/SAM>; <http://www.oig.hhs.gov/exclusions>; <http://www.medi-cal.ca.gov/references.asp>).

All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Attached at the end of this Part II are the Dignity Health Background Screening Scoring Guidelines.

Training Site reserves the right to request actual background check documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

#### **B. Background Check Vendor**

School may use a background screening company of its choosing, but said company must adhere to standards established by the National Association of Professional Background Screeners. Dignity Health recommends the following preferred vendors:

**Corporate Screening:** [www.HireRight.com](http://www.HireRight.com) and/or [www.VerifyStudents.com](http://www.VerifyStudents.com)

#### **C. For Student-Employees**

Student-Employees are not considered employees of Training Site while acting in their roles as Students, per Section 5.3 of the Agreement. The following requirements apply to such Student-Employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:
  - Student is a Training Site employee who is on active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student-Employees will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

**D. Health Screening Process.** Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

Training Site reserves the right to request actual health screening documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

The following health screening requirements apply to both Students and Instructors of School, unless Training Site's policy states otherwise:

**Demonstrate the absence of tuberculosis (annually)**

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

**Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization), or signed statement of declination (if permitted) in accordance with Training Site Rules:**

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
- Influenza (if declination Student must wear a mask at all times, as mandated by Training Site Rules);
  - Training Site will offer Students and Instructors actively participating in a Field Experience the influenza vaccination. There may be a charge for such vaccination.

**Demonstrate the absence of evidence of controlled substances use:**

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

With respect to Student-Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

### BACKGROUND SCREENING GRID

Scope	Screening	General Description	Screening Provider
<b>All Positions and Volunteers</b>	Criminal History	Search of court records to identify past criminal conduct. Shows both misdemeanor and felony convictions.	Dignity Health Service Provider
	OIG/GSA Search	Identifies individuals listed by the government as excluded from participation in Medicare, Medicaid and other federal healthcare programs.	Dignity Health Service Provider
	Sex Offender Search	Identifies registered sex offenders (national database search)	Dignity Health Service Provider
	SSN Trace and Validation	Lists names and addresses associated with SSN and confirms validity of the SSN.	Dignity Health Service Provider
<b>All Positions</b>	Employment Verification	Verification directly from past employers including dates of employment, position & salary history.	Dignity Health Service Provider
	Reference Interviews	Through personal interviews, obtains and reviews information regarding candidate's capabilities and work history.	Facility Determination
<b>Licensed Positions</b>	Professional License Verification	Verification with applicable licensing board or agency. Shows status, dates, to whom issued and whether adverse action has been taken against license.	Dignity Health Service Provider
<b>Positions Director Level and Above</b>	Education Verification	Verification of institution attended, dates of attendance, degrees and/or credential earned, and major area of study.	Dignity Health Service Provider
<b>Driving Positions</b>	Motor Vehicle Records Examination	Shows motor vehicle driving violations, license suspensions, restrictions and revocations and driving related convictions. Varies by state.	Facility Determination
	Vehicle Insurance Verification	Verification of vehicle insurance.	
<b>Data Sensitive Positions (DSP) include:</b> 1. Positions with regular access to all of the following for any one person: bank or credit card account information, social security number; and date of birth.	Civil History	Review of court records by name, county, or jurisdiction to detect lawsuits, restraining orders, and other civil court activity.	Dignity Health Service Provider
	Federal Civil Search	Search of court records to identify bankruptcies, tax liens and other adverse information.	Dignity Health Service Provider
	Credit History Examination	Identifies if an applicant has any accounts in collections, open loans, inquiries made by third parties, etc., by accessing credit bureau information.	Dignity Health Service Provider

Scope	Screening	General Description	Screening Provider
2. Managerial Positions in Payroll, Human Resources, Finance, Information & Technology, Security and Compliance as well as CEOs and COOs.	Federal Criminal History	Search of federal court records to identify past criminal conduct.	Dignity Health Service Provider
Facility Policy	Drug Testing	Tests for presence of some prescription and illegal substances.	Facility Determination
Students	<p>Each Dignity Health facility shall require a criminal background screening for each student over the age of 18 prior to the student coming to the facility. The scope of the background screening shall be the same as that required for applicants for employment for All Positions (see above). The Background Screening Scoring Guidelines will also be utilized as for applicants for All Positions. The Dignity Health facility shall have discretion as to whether the background screening for students: (1) will (a) be obtained by the school and forwarded to the Dignity Health facility, (b) the student and sent directly to the Dignity Health facility or (c) the Dignity Health facility; (2) who will pay for the screening; and (3) where the records will be maintained.</p> <p>For students under the age of eighteen (18), it is the school's responsibility to secure at least one recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor) and forward to the Dignity Health facility prior to the student coming to the Dignity Health facility.</p>		
Applicants Under the Age of 18	For applicants under the age of eighteen (18), the facility needs to secure at least one recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) prior to the applicant coming to the Dignity Health facility.		

## **BACKGROUND SCREENING ASSESSMENT GUIDELINES FOR CRIMINAL HISTORIES AND CREDIT HISTORIES**

### **Definitions**

- ☐ **Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
  - o **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
  - o **Disqualifying**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
  - o **Provisional**: Any active or pending case.
- ☐ **Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- ☐ **Disqualifying Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has **not** led to the case being dismissed or expunged).

### **Pass**

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- ☐ Any Misdemeanor or Felony crime with a Passing Disposition.
- ☐ Any misdemeanor (or lower) traffic violations (DUI and driving without a license are not considered traffic violations).
- ☐ For California: Any Misdemeanor or Felony with a disposition date older than 7 years.
- ☐ For California: Any Misdemeanor Marijuana offense over two years old.
- ☐ For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; stator sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

### **Provisional**

The following results are potentially Disqualifying, and are thus designated "Provisional" pending further individualized assessment and evaluation. Applicants with a "Provisional" record may be approved for hire by the head of Human Resources for the Dignity Health Training Site or system office. The head of the Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered "Provisions":

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years \*, but less than seven years.
- Any outstanding warrants.
- Any bankruptcy within the last ten years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds \$5,000
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.



**Disqualifying**

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

\*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

**Part III**

**EDUCATIONAL TRAINING AGREEMENT**

**Sample Letter of Attestation**

Training Site Contact Person: \_\_\_\_\_

Training Site Contract Person Telephone: \_\_\_\_\_

Training Site Contact Person E-mail: \_\_\_\_\_

<Date>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

<Name of Student/Instructor>, a student or instructor in the <Name of School's Program>, is scheduled to begin on [Insert Date] a clinical/non-clinical experience with <Name of Training Site> ("**Training Site**"). Please accept this letter as <Name of School>'s attestation that <Name of Student/Instructor> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Educational Training Agreement."

Please note that Training Site will be contacted under separate cover regarding any students/instructors that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Training Site may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Name of School> agrees to provide proof of any and all documentation for the aforementioned screens within two (2) hours of a request from Training Site.

Sincerely,

**Program Director**

<Name of School>

#### Part IV

### EDUCATIONAL TRAINING AGREEMENT

#### Student Confidentiality Statement

As part of my affiliation with the Program at \_\_\_\_\_ (*"Training Site"*), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Training Site policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of Training Site.

- I acknowledge I am not permitted to use any cameras or camera cell phones in Training Site.

- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.

- All information obtained from Training Site systems remains the property of Training Site regardless of physical location or method of storage unless otherwise specified by Training Site in writing.

- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Training Site Compliance Department.

- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Training Site systems is subject to monitoring and review as deemed appropriate by Training Site.

- My confidentiality obligation continues indefinitely, including after my association with Training Site has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

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

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Typed Name of Student

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

\_\_\_\_\_  
Parent Signature (if Student is under the age of 18 years)

## Part V

### EDUCATIONAL TRAINING AGREEMENT

#### Student Declaration of Responsibilities

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

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in the \_\_\_\_\_ program ("**Program**") of \_\_\_\_\_ ("**School**"), and as such I am participating in the School's clinical and/or non-clinical rotation and experience program ("**Field Experience**") at \_\_\_\_\_ ("**Training Site**").
3. I agree to provide proof of my immunity to (serological testing or proof of adequate vaccination or current immunization): Rubella; Rubeola; Mumps; Varicella zoster; Diphtheria, Tetanus, and Pertussis (Tdap); Hepatitis B status screening (or signed statement declining series); Influenza (proof of shot or declination; if declination, I will be required to wear a mask at all times while in the Training Site as mandated by the Training Site's policies); and any other immunization required by Training Site of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Training Site employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Field Experience, consistent with that required of Training Site employees. Documentation of compliance with the aforementioned requirements will be provided to Training Site prior to beginning the Field Experience.
4. I agree to conform to all applicable Training Site policies and procedures (including, but not limited to, the Dignity Health Network Usage Policy and the Training Site's Dress Code), and such other requirements and restrictions as may be mutually specified and agreed upon by the Training Site Primary Contact and the School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.
6. I understand and agree that I am responsible for my own medical care needs. I understand that Training Site will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Field Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Training Site shall assume no cost or financial liability for providing such care.
7. 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 Field Experience.
8. **If School does not secure Student professional liability insurance**, I understand that Training Site requires as a condition for participation in the Field Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Field Experience and for at least three (3) years following the termination of the Field Experience, unless said insurance provides coverage on an occurrence basis.
9. I acknowledge that I will receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site or School, nor shall I receive compensation from either Training Site or the School while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under any Training Site's or School's coverage based upon my participation in the 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, and that no Training Site is under an obligation to hire me upon the completion of the Program.
10. I understand that a Training Site may suspend my right to participate in the Field Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Training Site is vested solely in that Training Site.

11. I acknowledge that I am not permitted to use any cameras or camera cell phones in Training Site.
12. I agree to comply with discrimination regulations and shall not unlawfully discriminate against any patient or any other person on account to race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.
13. I further understand that a Training Site has the right to suspend use of its facilities in connection with this Program should its 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.
14. I understand that Training Site may provide a storage area for me to use for my personal belongings, but that Training Site does not assume any responsibility for my personal belongings.
15. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care 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.
14. I agree to cooperate with School so that School may obtain and share with Training Site the results of a criminal background check on me, or, if instructed by School, I agree to obtain, at my own expense, a criminal background check through the Training Site's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Training Site will permit me to participate in the educational Field Experience program at Training Site.

Date: \_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Typed Name of Student

Date: \_\_\_\_\_  
Parent Signature (if Student is under the age of 18 years)

Date: \_\_\_\_\_  
School Representative – Witness Signature

## Part VI

### EDUCATIONAL TRAINING AGREEMENT

#### Student-Employee Unpaid Educational Training Agreement

This Student-Employee Unpaid Educational Training Agreement ("**Agreement**") is entered into on the last date signed below by and between \_\_\_\_\_ ("**Training Site**") and \_\_\_\_\_ ("**Student**"). Student and Training Site understand and agree to the following terms and conditions:

1. Student is an employee of Training Site, and is enrolled in an educational program (the "**Program**") to obtain \_\_\_\_\_ [license/degree/certificate] in \_\_\_\_\_. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student's program of study (the "**Field Experience**").
2. Training Site operates a business in Student's subject area of study and, as a public service, is willing to provide Student with a Field Experience from \_\_\_\_\_ to \_\_\_\_\_ by providing a supervised working environment allowing Student to gain practical application of Student's area of study. "Practical application" of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, [LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations].
3. The Program is viewed by Training Site as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student's area of study.
4. Student agrees that Student will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.
5. Training Site is willing to provide Student with the minimum of \_\_\_\_\_ hours of practical and actual application of Student's area of study while under close observation and supervision of Training Site's existing staff. Student's participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site's existing staff.
6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience. Training Site is not obligated to provide compensation or wages to Student for the Field Experience on its premises through the duration of this Field Experience.
7. Student acknowledges and agrees that workers' compensation is not provided to employees functioning in a Student role. Notwithstanding the foregoing, Student shall still be entitled to maintain Student's existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student's capacity as an employee to receive such health and welfare benefits.
8. Student agrees to sign a separate Student Confidentiality Statement.
9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Training Site at the conclusion of the Field Experience or at any other time.
10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student's benefit, and Training Site does not derive an immediate advantage from the Student's activities; in fact, on occasion, Training Site's operations may be impeded. However, Training Site desires to provide a public service by assisting in education and training of students, and may expend resources to support Student's Field Experience.

11. Student agrees to perform diligently the work-based training experiences. Work-based training experiences will be assigned by Training Site and performed according to the same Training Site policies and regulations applicable to regular employees. Student agrees to abide by Training Site's policies, procedures and regulations.

12. Student agrees that Student is acting under this Agreement as a Student, and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Training Site or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Training Site or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Student agrees to change clothing and wear appropriate identification badges to signify that Student is a student when participating in the Field Experience, and to signify that Student is an employee when working at Training Site during times not constituting Field Experience.

14. Either Training Site or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

15. Training Site and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

#### **STUDENT**

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

\_\_\_\_\_  
Date

#### **TRAINING SITE**

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

Title:

\_\_\_\_\_  
Date