CLINICAL AGREEMENT AND MUTUAL NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** (this "Agreement") is entered into by, and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Facility” and YOUR SCGHOOL NAME to as “School” on this day\_\_\_\_\_\_\_\_.

For the purpose of receiving clinical instruction and experience, the School will send to the Facility, students enrolled in the Nursing Assistant educational program of the School.

In consideration of the mutual benefits and other valuable consideration, the parties hereby agree to the following:

1. General Information
2. The course of instruction (clinical education program) will cover a period of time mutually agreed upon between the School and the Facility. The beginning dates and length of experience shall be agreed upon in writing before the beginning of the clinical education program.
3. This contract between the School and the Facility will be for a course of two years and will commence on the date sigend by both parties below. Should either party wish to, this contract must be terminated via written notice at least 60 days in advance to the other party.

3. The number of students eligible to participate in the clinical education program will be determined by the School enrollment and background status of the student. The School shall inform the Facility of the number of students attending each clinical session and what given dates they will be at the Facility.

1. In the assignment of students, it is agreed by both parties that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, or handicap, provided such handicap does not preclude such person’s physical or mental ability to participate therein.

5. Students and instructors who become ill while at the Facility may be provided initial medical or emergency treatment at the nearest available hospital for which the Facility will not be deemed responsible for students or instructors.

II.Responsibilities of the School

The School shall do, or cause to be done, the following:

1. Be responsible to the Facility and to the patients at the Facility for the quality of patient care and other activities provided by the students.
2. Be responsible for teaching students of the School and informing the Nursing Staff of the objective of the desired learning experience.
3. Ensure that persons occupying the positions as faculty members (hereinafter referred to as “instructors”) shall be appropriately licensed and shall keep evidence of such licensure at all times.
4. Work cooperatively with the Supervisor and/or his/her designated representiatives in the selection of patients for students’ learning experience.
5. Assure that all students and instructors are covered by professional liability insurance in amouts satifactory to the Facility and provide evidence of such insurance when requested by the Facility. In regards to health insurance, the instructors will be responsible for their own coverage. Therefore the instructor/student health insurance coverage may be variable.
6. Assure that students and instructors assume responsibility for their own medical care and hospitalization.
7. Assign to the Facility only those students who have shown satisfactory progress in their didactic portion of the curriculum.
8. Ensure that the students will be assigned to the facility solely for the purpose of obtaining clinical education experience and will not ne considered as employees of the Facility for the purpose or benefits having to do with employment status.
9. Assure the privacy of all residents health information and abide by HIPAA laws and OSHA regulations.
10. Notify each student of his or her responsibilities:
    1. For following the administrative policies, standards and pratices of the Facility in effect when the student is in the Facility
    2. For providing the necessary and appropriate uniforms and supplies required but not provided by the Facility.
    3. For reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility.
    4. For confirming to the standards of practices established by the School while training at the Facility.
    5. For keeping in confidence any and all privileged information concerning the patients
    6. For consenting to the release of information about the student between the Facility and the School.
    7. For completing a medical questionaire for the Facility, if requested.
    8. For completing and training courses required by the Facility as part of the clinical education program.
11. Enforce and assure student compliance with the Facility’s rules, regulations, and procedures, the specific rules of the nursing service, and his or her responsibilities under this agreement.
12. Inform students and instructors of the Facility’s infection control policies and procedures.
13. If required by the facility, the school will conduct COVID-19 screening & testing on students and instructors prior to starting of clinical and periodically as required by the facility. If students shall test positive for COVID during the clinical experience, the school will adhere to the policies for return as prescribed by the clinical facility.
14. Student will wear a mask at all times while in the facility and social distancing as required by the facility.
15. Students will only use the approved PPE as required by the facility.
16. Ensure that prior to commencing the clinical program each student shall have recently undergone background check and a PPD, as may be necessary to determine that they are free from any infectious or contagious diseases and that they are physically able to perform the necessary tasks in the clinical program.
17. As a condition of participation in the Program, each participant shall procure and maintain throughout the program professional liability insurance in amounts satisfactoryto Facility covering the participants activites at Facility, and shall furnish proof of such insurance to Facility prior to commencing the program. School acknowledge and agrees that students will participate in the program at there own risk, and that the Facility shall not be responsible for accident, liability, an claim, demand, cost injury or other activities in the Program or arising from acts of passive or active negligence on the part of Facility or its officers, employees, or agents. School shall cooperate with Facility in obtaining from participants such releases and other documents, as Facility shall request. Facility and School acknowledge and agree that no participants in the Program shall be permitted to engage in any aspect of patient care for which they are not trained by the School or supervised by an instructor or assisted with by a Facility employee.
18. That the student/teacher ratio will not exceed (14/1), if applicable.
19. In regards to clinical instruction, the School’s Coordinator will make periodic visits to ensure proper experience and supervision is maintained.
20. **Responsibilities of the Facility**

The Facility shall do or cause to be done the following:

1. Provide clinical facilities for students of the School in accordance with clinical objectives through cooperative planning by the faculty of the School and designated Facility staff.
2. On reasonable request, permit the inspection of the clinical facilities.
3. Request the School to withdraw from the clinical education program any student, including but not limited to those students whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with the Facility, or whose health status is detriment to the student’s successful completion of the clinical education assignment.
4. The Facility does not assume liabilty for any death, injuries, or damage resulting from activites or omissions of students of faculty members during their presence at the facility, unless caused by the gross negligence or wilful misconduct of an employee, agent or representative of the Facility. Emergency care may be provided at the expsense of the individual involved.
5. Injunctive Relief. Each party recognizes and acknowledges that the Discloser would suffer irreparable injury from the unauthorized use or disclosure of any of the Confidential Information and each party agrees and acknowledges that the Discloser shall have the right to obtain injunctive relief against the unauthorized use, disclosure or transfer of any of the Confidential Information, as well as the right to pursue all of its other remedies in equity and at law.
6. Disclosure if Required by Law. Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof or is otherwise required to be disclosed by law; provided, however, that a Recipient so required to disclose shall first give written notice to the Discloser so that the Discloser may seek an appropriate protective order. In no event shall either party be liable for the other party’s consequential damages, even if such party is informed of the possibility of such damages.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, except its rules as to choice of laws. The parties agree that any claims or other actions arising out of this Agreement shall be litigated in the Federal or State courts in Michigan and each party consents to the jurisdiction of such courts**.**

This Agreement shall in no way require either party to disclose or receive Confidential Information.

No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in a writing signed by the parties. Failure by any party to require the other to perform any of the terms of this Agreement, or waiver by any party of any breach of this Agreement by the other shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

No agency or partnership relationship shall be created between the parties by this Agreement. Nothing in this Agreement shall obligate either party to enter into any business relationship with the other.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may transfer or assign its interests in this Agreement, in whole or in part, without the prior written consent of the other, Confidential Information is subject to a non-disclosure agreement restricting disclosure at least to the extent of this Agreement.

Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

This Agreement constitutes the complete understanding between the parties of each party's obligations to the others relating to Confidential Information. All prior negotiations, representations, discussions, contracts or agreements concerning the disclosure and protection of Confidential Information by the parties hereto are cancelled and merged herein.

INCENTIVES FOR FACILITY IN ACCEPTANCE OF THIS AGREEMENT:

* Discount tuition for all current and new employees
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(i) The headings are for reference purposes only and shall not affect the interpretation of any provision of this Agreement.

**IN WITNESS WHEREOF,** the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

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|  | (Your school name) |  |  |  |
| By: |  |  | By: |  |
| Name: |  |  | Name: |  |
| Title: | Executive Director |  | Title: |  |
| Date: |  |  | Date: |  |
| Sig: |  |  | Sig: |  |
|  |  |  |  |  |