

CLINICAL PLACEMENT AGREEMENT FOR STUDENTS AND TRAINEES
AT THE INSTITUTE FOR FAMILY HEALTH

AGREEMENT made as of this _____ day of _____, 202_, between the Institute for Family Health ("Institute"), a New York not-for-profit corporation, and _____ ("School"), and

WHEREAS, School has an educational program for qualified students preparing for the practice of _____ (the "School Program"), and

WHEREAS, the Institute operates numerous health services with corporate offices located at 2006 Madison Avenue, New York, New York, and the Institute provides education and experience to students enrolled in school programs, and

WHEREAS, the Institute, among other responsibilities, manages health services, employs and provides all personnel needed for the operation of such programs, and

WHEREAS, the Institute and the School wish to enter into this agreement to assist in training qualified residents, in accordance with the goals of the School Program.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Assignment of Students. The School shall assign its students ("Students") who are enrolled in the School Program to serve at the Institute as part of the Students' clinical rotations. (The term "School" shall include other training organizations such as hospitals. Where appropriate, trainees shall be referred to here as Students.) While at the Institute, the Students shall provide services to patients as requested and supervised by the Institute's designated supervisor and in accordance with Institute protocol. The number of Students to be assigned, the practice areas of assignment and the Students' schedules shall be determined by agreement between School and the Institute. The Institute and the School may assign Students placed at the Institute to other facilities in furtherance of such Students clinical training.
2. Supervision of School Staff. The School shall have responsibility for the administration of the School Program's curriculum, requirements, grading, graduation and faculty appointments. Students assigned to the Institute shall be supervised by and receive training from the staff members of the Institute.
3. Student Expenses. The Institute shall not compensate the School's Students for services provided hereunder, nor provide other incidents of employment, nor cover incidental expenses such as meals, housing, medical care, travel or uniforms. The Institute will provide emergency medical care to students who become ill or are injured while on duty at the Student's expense.

4. Indemnity.

- a. The School shall defend, reimburse, indemnify and hold harmless the Institute, and their respective officers, directors, employees and members of their medical staffs (the "Indemnified Parties"), from and against any claims, causes of action, costs, losses, damages, liabilities or expenses (including reasonable attorneys' fees) and disbursements which may be incurred by or imposed or asserted against, the Institute, arising out of or relating to this Agreement as a result of the acts or omissions of School or its employees, faculty members or Students, provided, however, that the School will not be liable for any claims, causes of action, costs, losses, damages, liabilities or expenses (including reasonable attorneys' fees) and disbursements resulting from the negligence or willful misconduct of Indemnified Parties.
- b. The Institute shall defend, reimburse, indemnify and hold harmless the School, and their respective officers, directors, employees and members of their medical staffs (the "Indemnified Parties"), from and against any claims, causes of action, costs, losses, damages, liabilities or expenses (including reasonable attorneys' fees) and disbursements which may be incurred by or imposed or asserted against, the School, arising out of or relating to this Agreement as a result of the acts or omissions of Institute or its employees, faculty members or Students, provided, however that the Institute will not be liable for any claims, cause of action, costs, losses, damages, liabilities or expenses (including reasonable attorneys' fees) and disbursements resulting from the negligence or willful misconduct of Indemnified Parties.
- c. If either party chooses to invoke the right to indemnify the other party, notification must be made to indemnified party immediately.

5. Insurance. The School shall procure and maintain, at its sole cost and expense, during the term of this Agreement, the following insurance coverage: general liability and professional liability insurance policy(ies) for its Students in an amount not less than \$1 million per occurrence and \$3 million in the annual aggregate, to insure against any claims for damages arising directly or indirectly from the performance of services and activities in connection with this Agreement. The School shall provide the Institute with a copy of a Certificate of Insurance prior to the effective date of the Agreement. Such liability policy(ies) shall contain a provision that requires the insurer to provide written notice to the Institute ten (10) days prior to the cancellation or modification of said policies. In addition, the School shall immediately inform the Institute of any changes in the form of coverage of said policies.

6. Health Requirements. The School shall provide proof to the Institute that all Students assigned are free from health impairments which may be of potential risk to patients or other personnel or which might interfere with the performance of their activities at the Institute. ***The School shall complete Addendum 1 indicating compliance for each Student with the following:***

(i) immunity to rubella, measles (rubeola) mumps and varicella (chicken pox) demonstrated by titers (copy of lab report) or vaccination records disclosing the type of vaccine and dates administered;

(ii) immunity to hepatitis-b is waived for non-patient care site students; demonstrated by titers or vaccination records; patient care site students who decline must provide written declination.

(iii) immunity to adult diphtheria-tetanus vaccination within the previous ten (10) years; or with incident of risk exposure, vaccination within the previous five (5) years: re-vaccination with Td or DTaP.

(iv) free of tuberculosis, PPD (Mantoux) skin test for tuberculosis must be administered within the 12 months previous to start of placement; if student arrives with a previous negative PPD read more than 12 months previous to arrival, or of unknown TB history, Institute will administer two-step testing. First PPD must be administered and read as negative before student may begin assignment. The second PPD will be administered 1-3 weeks after the first PPD. Positive findings shall require a chest x-ray within five (5) years and appropriate clinical follow-up and documentation of a clinical exam with negative findings.

(v) testing for color blindness (required only for medical clinical Students/Students) by Ishira test.

(vi) fit testing eligibility statement by an appropriate clinician.

7. Infection Control. The School shall provide each student with general instruction in the infection control procedures used in clinical settings, including a review of the OSHA Bloodborne Pathogens Regulations. *See Addendum 1.*

8. Patient Confidentiality. All records relating to patients are and shall remain the property of the Institute and shall be kept wholly confidential in accordance with applicable provisions of federal, state and local law and the policies and procedures of the Institute. School shall ensure that its students assigned to the Institute hereunder are familiar with and will comply with Public Health Law Article 27-F and accompanying regulations governing the confidentiality of HIV-related information. *See Addendum 1.*

9. Removal of Students . At the request of the Institute, the School shall immediately remove from the Institute any Student whose performance the Institute finds to be substandard or who in the judgment of the Institute is interfering with the delivery of patient care or with the day-to-day operations of the Institute.

10. Waiver. The failure of any party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

11. Compliance with Laws and Regulations. All parties agree that they will comply in every respect with all applicable federal, state and local statutes and regulations, including those prohibiting discrimination on the basis of race, color, creed, sex, age, marital status, handicap, national origin, sexual preference or any other basis prohibited

by law. In addition to the foregoing, each of the parties agrees to comply with all of the requirements of pertinent accrediting agencies including the Joint Commission for the Accreditation of Health Care Organizations. In the event of non-compliance, this Agreement may be terminated immediately. Notwithstanding any other provisions in this contract, the facility remains responsible for ensuring any service pursuant to this contract complies with all pertinent Federal, State and Local statutes and regulations.

12. Relationship Between Parties. Nothing in this Agreement shall be construed as creating the relationship of principal and agent, partnership, joint venture or employer and employee between School and the Institute.

13. Term. This Agreement shall be effective for an initial term of one year from the date first written above and will renew automatically from year to year, unless one party provides the other party with 30 days notice of its intention to terminate.

14. Termination. This Agreement may be terminated for cause upon thirty (30) days written notice setting forth the specific cause.

15. Modifications. Any modification, amendment, alteration, change, or cancellation of this Agreement shall be in writing and signed by all the parties.

16. Entire Agreement. This Agreement constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral, with regard thereto.

17. Applicable Law. This Agreement shall be governed by the laws of the State of New York.

18. Notices. All notices to be given hereunder shall be deemed given if in writing and sent by registered or certified mail, return receipt requested, to the following addresses:

For Institute:
The Institute for Family Health
2006 Madison Avenue
New York, New York 10035
Attn: Tracey Ochsenreiter

For School (entire name and address required):

A party may rely upon the addresses set forth herein unless notified of a change of address in the manner provided in this paragraph.

19. Certification of Health Status and Training. *Exhibit A* is included herein and will be submitted for each Student as the School's guarantee that each Student meets the prerequisite health status and instruction in infection control and confidentiality required by the Institute for Family Health. IN WITNESS WHEREOF, the parties hereto have executed this Agreement: on the day and year so indicated:

INSTITUTE FOR FAMILY HEALTH

By: _____ Date: _____
Tracey Ochsenreiter
Vice President, Administration

A G E N C Y

Signature: _____

Name: _____

Title: _____

Date: _____

CERTIFICATON OF HEALTH STATUS AND TRAINING COMPLETION

The School certifies that the assigned Students listed below are: (1) in compliance with federal, State and local health requirements, which are delineated herein; (2) capable of performing their duties without exposing patients, medical staff, personnel or colleagues to danger or contagion; And (3) have had a complete physical examination and recorded medical history within the past year which was sufficient in scope to ensure that the Trainee 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.

1. Health Requirement Immunity:

- (i) Immunity to Rubella by blood antibody testing or immunization;
- (ii) Immunity to Measles by blood antibody testing or immunization;
- (ii) Immunity to Varicella (chickenpox) by blood antibody testing or immunization;
- (iii) Immunity Hepatitis B by blood antibody testing or immunization. Patient Care Site Students who decline must provide written declination.
- (iv) Immunity to adult diptheria-tetnus vaccination within the previous ten (10) years; or with incident of risk exposure, vaccination within the previous five (5) years: re-vaccination with Td or DTaP.

Additional Health Requirements:

- (i) free of tuberculosis, PPD {Mantoux} skin test for tuberculosis should be administered and read as negative within the 12 months previous to start of placement; if student arrives with a previous negative PPD read more than 12 months previous to arrival, or of unknown TB history, Institute will administer two-step testing. First PPD must be administered and read as negative before student may begin assignment. The second PPD will be administered 1 – 3 weeks after the first PPD. Positive findings shall require a chest x-ray within five (5) years and appropriate clinical follow-up and documentation of clinical exam
- (ii) testing for color blindness (required only for clinical students/Students) by Ishira test.
- (iii) fit testing eligibility statement by an appropriate clinician.

2. Assurance of Training

- (i.) Instruction in infection control and OSHA Blood Bourne Pathogens.
- (ii.) Instruction in Confidentiality of protected health information as required by HIPAA and other relevant agencies.

Certified on Behalf of the School by:

Students:

Signature: _____

1. _____

Name: _____

2. _____

Title: _____

Date: _____