

**Franklin Square Hospital Center
Baltimore, Maryland
STUDENT TRAINING AGREEMENT**

This student training agreement (“Agreement”) is made this _____ day of _____, 2007 by and between the Franklin Square Hospital Center, (“Hospital”), for the benefit of departments listed in **Exhibit A** (“Department[s]”), and _____ (“School”).

INTRODUCTORY STATEMENT

The Board of Directors of the Hospital, determined to keep with their support of Medical Education and Research, may enter into an educational agreement with the School to make the Hospital’s facilities available to the School’s students (“Students”) and to cooperate with the School in its educational programs identified.

The School, in recognition of its responsibility to provide a clinical educational experience for its Students, desires to enter into an educational agreement with the Hospital.

NOW THEREFORE, in consideration of the promises and mutual covenant contained in this Agreement, and other good and valuable consideration, it is mutually covenanted and agreed by and between the parties to this Agreement as follows:

SCHOOL’S RESPONSIBILITIES

1. Student Qualifications - The School certifies that, at the time of assignment to the Hospital, each Student will be in good standing with the School. The School will provide the Hospital, 30 days prior to any Student’s arrival, the following documentation for that Student:
 - A. Statement as to completed Department prerequisites;
 - B. Name and Policy number of student’s health insurance carrier;
 - C. Health status information, including tuberculosis testing within the past year;
 - D. Immunization against MMR; and
 - E. Either vaccination for Hepatitis B or execution of a declination form.
2. Qualifications of Department - The School certifies that its Departments are licensed by the appropriate State agency, and meet all standards established by the state and appropriate accreditation organizations.
3. Identification – At all times while at the Hospital, every Student will wear an identification badge that clearly identifies that Student as a Student of the School.
4. Insurance – Students shall be covered by the School’s professional liability insurance in the minimum of \$1,000,000 per claim and \$3,000,000 per aggregate. For each Student, the School will forward a valid certificate of insurance to the Hospital thirty (30) days prior to the arrival of that Student. The certificate of insurance is in addition to the documentation the School must provide to the Hospital as recited in Section 1, above. The School will make

available to the Hospital a complete copy of the master insurance policy or individual policy, as the case may be, upon Hospital's request. The School assumes complete responsibility for the total costs of equipment damaged or broken as a sole and direct result of Student use. The Maryland Tort Claims Act will supersede the above requirements, if applicable.

5. Medical Records – The School will obtain from all Students, and forward to the Hospital thirty (30) days prior to any Student's arrival, an executed "Patient Record Confidentiality Agreement," in a form consistent with **Exhibit B** which is attached hereto. The "Patient Record Confidentiality Agreement" is in addition to the documentation the School must provide to the Hospital as recited in Section 1, above.
6. Record Retention – The School will maintain and make available to the Hospital upon request, the name, address, sample of signature and initials of each Student who participates in a clinical experience at the Hospital. The record will be maintained for six (6) years after each Student's participation in the Program. Information transferred to the Hospital under this paragraph will only be used by the Hospital for internal purposes and will be kept confidential.
7. Research – All research activities involving any Hospital department or patients of the Hospital, and conducted by a Student, shall be governed by applicable Hospital and departmental policies. Proper institutional recognition shall be given in publications related to research. Prior to disclosure, the School and the Hospital will review research with particular sensitivity to the issues of patient privacy, accuracy, and compliance with the Hospital, departmental, and federal policies and regulations regarding research. Any human subject research conducted at the Hospital by a Student shall require the prior approval of the Hospital's Institutional Review Board.
8. Blood Borne Pathogen Education – Thirty (30) days prior to any Student's arrival at the Hospital, the School will provide the Hospital with written documentation that the Student has completed blood borne pathogen and tuberculosis educational programs. This documentation is in addition to the documentation the School must provide to the Hospital as recited in Section 1, above.
9. Financial Arrangement – The School agrees to pay the Hospital \$ [REDACTED] (per week for each Student), (per Student), (per academic year based on the agreed upon (number) of total Students) accepted for clinical rotation. The Hospital will submit an invoice quarterly to the School.

HOSPITAL'S RESPONSIBILITIES

1. Patient Care – Hospital shall be responsible for the health care provided to its patients.
2. Clinical, Classroom and Library Resources – Hospital shall provide the Students, as reasonably as possible, with the same clinical, classroom and library resources that are available to other learners in the Hospital.

3. Insurance – The Hospital shall maintain professional and public liability coverage in the minimum amount of \$1,000,000 per claim and \$3,000,000 per aggregate for its employees.
4. Blood Borne Pathogen Education – If a Student is exposed to body fluids, as defined in the Health General Article, Annotated Code of Maryland, Section 18.388.I (the “Code”), during their clinical training at the Hospital, the Hospital will allow that Student, as a health care provider, to request (through the patient’s primary physician) the informed consent of the patient to be tested for HIV as established in the Code.
5. Medical Care – The Hospital will furnish emergency medical care at the standard charge, for illnesses or injuries of Students needing this type of care. The Hospital assumes no financial responsibility for the care or treatment of Students under the terms of this Agreement. Bills for services rendered shall be forwarded to the Student for payment.

JOINT RESPONSIBILITIES

1. Liaison – The Hospital and the School shall designate liaison personnel for regular meetings and emergency consultation to assure systematic planning and the exchange of information.
2. Control of Hospital’s Resources – Each party agrees that the Hospital shall retain the right to require the removal from, or deny access to, any Student whose conduct, in the sole opinion of the Hospital’s administration or designee, is:
 - A. Disruptive or otherwise unprofessional;
 - B. Dangerous to the life, health and/or safety of the Hospital’s patients;
 - C. Influenced by the ingestion of alcohol or other intoxicating drugs or substances; or
 - D. Determined to be in violation of any State of Maryland or federal law or regulation.
3. Non-Discrimination – Each party warrants that it is an equal opportunity employer and that it does not discriminate with regard to race, color, gender, sexual preference, age, national origin or disability.
4. Number of Students – The maximum number of Students assigned to the Hospital during an instructional period shall be established by the Hospital. The Hospital acknowledges the changing nature of limited space availability at the Hospital for placement of Students and shall use reasonable efforts to alert the School of the possibility of cancellation due to ensuing changes in placement availability.
5. Academic Semester – The instructional period for Students shall conform to the School’s calendar with the approval of the Hospital.
6. Policy Conflicts – Where areas of differences exist or occur in rules, regulations, or questions of clinical or medical practices, the Hospital’s rules, regulations, or practices shall prevail, and any conflict shall be referred to the parties’ representatives.

7. Termination – This Agreement shall be effective upon execution by the appropriate officers of the parties for a period of two (2) years. Either party may terminate this Agreement with ninety (90) days of written notification from the party desiring to terminate the Agreement to the other party. Termination based on a 90-day notice shall not affect Students currently enrolled in a clinical experience at the Hospital, except as otherwise provided for in the Agreement.
8. Governmental Requirements – If any term or provision of this Agreement is unlawful or requires approval under any federal, state or local law, that term or provision shall be void as between the parties unless and until it receives necessary approval. The remaining terms and provisions of the Agreement shall be valid and enforceable between the parties.
9. Non-Employment Status – The assignment of a Student to the Hospital, pursuant to this Agreement, shall not create an employment relationship between the Student and the Hospital. Students shall not be compensated by the Hospital for activities conducted at the Hospital. Students are not entitled to participate in the Hospital’s employee benefit programs, including, but not limited to, worker’s compensation, health insurance and professional liability insurance as a result of an assignment to the Hospital.
10. Third Party Beneficiary – This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person, including Students, or entity not a party to this Agreement.
11. Binding Agreement – This Agreement, including attached Exhibits, supercedes all previous agreements between the parties, and constitutes the entire binding Agreement upon the parties and their respective successors.
12. Written Communication – Any amendment or modification to this Agreement shall be made in writing and addressed to the designated officer of the Hospital and the School specified in provision 15 below.
13. Assignability; Successorship – This Agreement is not assignable, but shall be binding on the corporate successors of the Hospital and the School.
14. Governing Law – This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.
15. Notices – Notice of any action taken by either party and required to be reported to the other party under this Agreement shall be mailed, certified delivery, return receipt requested to the other party at the individual names and addresses stated below.

Anthony O. Sclama, M.D.
Vice President, Medical Affairs
Franklin Square Hospital Center
Baltimore, Maryland 21237

(SCHOOL'S INFORMATION)

16. Independent Contractors – It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the Hospital and the School. It is an agreement between independent contractors.

17. Indemnity – The Hospital and the School agree to indemnify and hold harmless each other for the actions and failures to act on the part of each party's employees, officers, Students, and agents, and that each party is liable for claims, losses, damages, cost judgments or obligations, including attorney's fees, resulting from, or in any way connected with, its own employees', Students', and agents' performance or failure to perform services or obligations under this Agreement.

WITNESS, the hand and seals of the parties this _____ day of _____, 2007.

FRANKLIN SQUARE HOSPITAL CENTER

By: _____
Antony O. Sclama, M.D., MSB
Vice President, Medical Affairs

Date _____

By: _____
Kelly Karpovich,
Director, Medical Education – Baltimore

Date _____

By: _____
(Medical School Official)

Date _____