

**BOULDER COMMUNITY HEALTH  
MEDICAL STAFF-SPONSORED STUDENT AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Boulder Community Health, a Colorado nonprofit corporation, hereinafter referred to as "BCH" and \_\_\_\_\_ hereinafter referred to as "School" and sets forth the intent of both parties to mutually cooperate in providing a healthcare professional educational experience for residents and students "Students". This Agreement shall be effective upon completion of the following conditions: (1) the Agreement has been signed and submitted to BCH by School. (2) a student has submitted a completed Medical Staff Sponsored Student Application to BCH; and (3) BCH has notified that student in writing that his or her application has been approved.

**WITNESSETH**

WHEREAS, BCH owns and operates a licensed general acute care hospital in Boulder, Colorado, and BCH desires to assist students of the School by offering a health care practical experience for such students;

WHEREAS, each participating student of the School is pursuing a healthcare education at the School to become a healthcare professional and as part of that program desires to have a practical experience under the immediate supervision of a sponsoring BCH Medical Staff member under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between BCH and School:

**1. SCHOOL RESPONSIBILITIES**

- 1.1. Students shall have a sponsoring Medical Staff member and schedule time with the member to work under his/her immediate supervision at BCH. The acknowledged sponsoring Medical Staff member is provided in the Medical Staff Sponsored Student Application.
- 1.2. Each participating student understands that his/her participation in any aspect of a patient's care is dependent upon the patient agreeing to have a healthcare professional student involved, as well as at the discretion of the treating physician. Each student further understands that he/she is only to participate in care of patients who have given informed consent to said participation.
- 1.3. Each student shall wear their school name badge identifying the student and his/her credentials at all times while in the hospital.
- 1.4. The School will require students to comply with all BCH and Medical Staff rules and regulations and policies and procedures.
- 1.5. Students will comply with all requirements of the applicable state regulatory agency and licensing board. Students will not exceed the practice authorized by law for students in their area of practice and will participate in only those procedures which have been approved by BCH.
- 1.6. Students will submit to BCH the following documentation of immunizations prior to beginning any work at BCH.
  - a. Individuals born after 1956 are required to submit a copy of immunization record for MMR documenting two doses of live measles vaccine given after fifteen months of age at least 30 days apart; OR serologic evidence of immunity to rubella and a laboratory result documenting a rubella titer of 1:10 (immune).

- b. Student must submit a copy of negative PPD skin test OR chest x-ray (current within the previous 12 months), OR a physician's statement indicating incapacity to transmit TB (if chest x-ray is positive).
  - c. Student will be working in areas or work conditions, which place them at risk for blood or body fluid exposure; therefore, must submit proof of three Hepatitis B vaccines, serologic evidence of immunity, OR furnish a signed waiver for the Hepatitis B vaccine.
  - d. Individuals who will be working within any hospital facility during the influenza season will be required to submit proof of influenza vaccination or wear an isolation mask during work hours.
- 1.7 The School will submit to BCH documentation of results from a comprehensive criminal background check performed by the School for each student, and documentation that the student is not excluded from and has not been sanctioned by a federal health program.
- 1.8 The School will instruct all students assigned to BCH in the confidentiality of (i) any individually identifiable information contained in or derived from patient records, or (ii) any information concerning the business of BCH that BCH treats as proprietary or confidential. In addition, students shall comply with BCH's confidentiality policies.
- 1.9 The School or student shall arrange for each Student to be sponsored by a member of the active Medical Staff of BCH. The sponsor shall be responsible for supervision of the student while in BCH facilities. BCH shall not be responsible for providing or arranging for physician sponsors.

## **2. HOSPITAL RESPONSIBILITIES**

- 2.1. BCH will provide the opportunity for students to observe and participate in agreed upon services provided by BCH.
- 2.2. BCH and the professionals on BCH's Medical Staff and Allied Health Professional Staff will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of BCH and its care, direct and indirect, of patients.
- 2.3. To the extent possible, BCH will provide for the orientation of School's participating students as to BCH's philosophies, rules, regulations, and policies. Attendance at such orientation will be required before any student will be permitted to participate in the program.
- 2.4. BCH will limit access to students' files and personal information and will maintain files and personal information in confidence.
- 2.5. Upon request, BCH will provide proof of liability insurance in an amount that is customary to the community.
- 2.6. BCH will provide written notification to the School promptly if a claim arises involving a student.
- 2.7. BCH will permit, on reasonable request and at times convenient to BCH, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the School. The School shall reimburse BCH for any costs incurred by BCH in association with such inspection.

- 2.8. BCH will resolve any situation in favor of its patients' welfare and may restrict a student to the role of observer or, in its discretion, prohibit the student from participating in the program at BCH when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed.

### **3. RELATIONSHIP OF THE PARTIES**

- 3.1. The participating students are not entitled to any benefits provided by BCH to its employees, including, but not limited to, group health insurance, dental insurance, unemployment insurance benefits, workers' compensation and/or disability insurance.
- 3.2. BCH is not responsible for any injuries to the Student while he/she is traveling to and from BCH or participating in the activities, which are the subject of this Agreement. The student will be responsible for any charges for medical care if they are not covered under the Student's personal health insurance. In no event shall BCH be responsible for providing workers' compensation or liability coverage for the students of the School.
- 3.3. The participating students are not entitled to any procedures afforded to Medical Staff members or allied health professionals, or employees of BCH, including without limitation, procedures set forth in the Medical Staff Bylaws and related manuals or BCH's employment policies.

### **4. LIABILITY AND INSURANCE**

- 4.1. The Student shall, at his/her own costs and expense, or through the School, secure and maintain in effect at all times during which this Agreement is in effect Professional Liability Insurance coverage with limits of liability in an amount of not less than one million dollars per occurrence and three million dollars annual aggregate (\$1/\$3m).
- 4.2. Each party shall be responsible for its own acts and omissions.
- 4.3. School shall, at its own cost and expense, secure and shall maintain in effect at all times during which this Agreement is in effect Workers' Compensation Insurance in an amount not less than the minimum coverage required under Colorado law.

### **5. TERM AND TERMINATION**

- 5.1. Unless otherwise terminated as provided herein, this Agreement shall be effective until one or both members terminate the agreement upon written notice.
- 5.2. BCH may terminate this Agreement immediately upon the occurrence of any of the following by giving written notice to School and the Sponsoring Physician setting forth the reason for termination:
  - a. Material Breach of this Agreement;
  - b. Actions or omissions of a student that BCH, in its sole discretion, determines to jeopardize the health, safety or welfare of any of BCH's patients;
  - c. Dishonesty, misrepresentation, or fraudulent conduct of a participating student;
  - d. Indictment of a participating student on criminal charges or exclusion or sanction of the student by a federal health program;
  - e. Disruptive conduct that impairs, or threatens to impair, BCH operations; or

f. A participating student's loss of his/her Medical Staff sponsorship.

In the event BCH, in its discretion, requests that the School remove a student(s) who has engaged in the above conduct from the program, this Agreement shall not be terminated if School promptly complies with this request.

5.3. This Agreement may be terminated at any time by either party for any cause or no cause upon fifteen days notice to the other party. Should notice of termination be given under this Section, students then scheduled to BCH will be permitted to complete any previously scheduled clinical assignment at BCH. The preceding sentence shall not apply to students who have engaged in conduct set forth in Section 5.2, as reasonably determined by BCH.

5.4. Termination of this Agreement by BCH shall not give rise to any procedural rights under the Bylaws of the Medical Staff of Boulder, the Medical Staff's Fair Hearing Plan, BCH's personnel policies or any other source whatsoever. Furthermore, participating students shall have no claim or right of action against BCH, its employees or agents, or the Medical Staff as a result of any such termination.

## 6. ADDITIONAL DECLARATIONS

6.1. This Agreement cannot be changed or modified except by an instrument in writing executed by both parties.

6.2. The headings of the various articles of this Agreement are inserted for convenience and do not expressly or by implication limit, define or extend the specific terms of the articles so designated.

6.3. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the state of Colorado.

6.4. This Agreement, Student's Application/Confidentiality Statement signed by the student and the attached Delineation of Procedures constitute the entire understanding and agreement between the parties hereto and supersedes all prior agreements, arrangements and understandings between the parties with respect to its subject matter.

6.5. This Agreement shall bind and inure to the benefit of BCH and School, and their authorized assigns. Neither patients, students, nor any other third parties are intended as third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought by any person who is not a party hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED AND DELIVERED this Agreement as of the day and year first written above.

BCH: Boulder Community Health

SCHOOL:

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

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

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