



JOHNS HOPKINS
M E D I C I N E



UNIVERSIDAD
Finis Terrae
VINCE IN BONO MALUM

LETTER OF AGREEMENT
between
THE JOHNS HOPKINS UNIVERSITY SCHOOL OF NURSING
and
UNIVERSIDAD FINIS TERRAE

THIS AGREEMENT FOR CLINICAL TRAINING (hereinafter the "Agreement") is made and entered into this 4th day of January 2011 by and between **the Johns Hopkins University, on behalf of its School of Nursing** (hereinafter the "University") and **Universidad Finis Terrae**. (hereinafter "Clinical Site").

RECITALS

WHEREAS, the **University** is an accredited **University** offering an educational program to its **Nursing** students and desires to obtain clinical education and experience for its **Nursing** students (hereinafter the "**University Students**"); and

WHEREAS, **CLINICAL SITE** offers **Nursing** service which provide **Nursing** education opportunities and is willing to participate in the clinical education of the **University Students**.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by, between and among the parties to this Agreement as follows:

1. Establishment of Clinical Program.

1.1. The **University** and **CLINICAL SITE** agree that one or more of **CLINICAL SITE's** clinical sites may serve as a supervised clinical experience for the **University Students**. The number of students and the dates for the clinical experience shall be determined by the mutual agreement of **CLINICAL SITE** and the **University**, taking into consideration **CLINICAL SITE's** available staff, and space (the **CLINICAL SITE Program**).

1.2. Determination of placement dates and the number of **University Students** to participate in the **CLINICAL SITE Program** shall be mutually agreed upon by the **University** and **CLINICAL SITE** prior to placement and specified in writing.

2. **Obligations and Responsibilities of the University.**

2.1. The **University** shall provide **CLINICAL SITE** with current information about its curriculum and clinical education goals. **University** shall forward to **CLINICAL SITE** the name, mailing address, phone number, and email address of each **University Student** one week prior to the clinical experience.

2.2. The **University** shall have sole responsibility for planning and determining the adequacy of the educational experience of the **University Students** in theoretical background, basic skill, professional ethics, attitude, and behavior, and shall refer to **CLINICAL SITE** only those **University Students** who have satisfactorily completed the prerequisite theoretical and clinical portions of the **University's** curriculum. Students are expected to complete a project that is acceptable to both the University and the Clinical Site.

2.3. The **University** shall designate a faculty member ("Course Coordinator") to work with the Clinical Coordinator at **CLINICAL SITE** (as defined in 3.1 below) in coordinating the academic aspects of the **University Students'** education with the **CLINICAL SITE Program**.

2.4. The **University** shall advise the **University Students** of their responsibility to conduct themselves at all times during the clinical experience in accordance with **CLINICAL SITE's** code of ethics, rules and regulations. **CLINICAL SITE** shall provide the **University** with a copy of all such rules and regulations.

2.5. The **University** shall advise the **University Students** that all information concerning **CLINICAL SITE's** patients is confidential and not to be released to any person without the prior written approval of **CLINICAL SITE**. Both students and onsite faculty shall complete HIPAA training through the University and will sign a Johns Hopkins Confidentiality Pledge before beginning the clinical experience.

2.6. If any part of the clinical experience requires patient contact, the **University Student** will not initiate such patient contact until submission of proof of HBV vaccination or declination forms, proof of a negative tuberculin skin test (PPD) within one year, evidence of MMR vaccination; demonstration of varicella immunization/vaccination, and completion of blood borne pathogen safety training required under current regulations of the Occupational Safety and Health Administration.

3. **Rights and Responsibilities of CLINICAL SITE.**

3.1. **CLINICAL SITE** shall designate a staff member ("Clinical Coordinator") who will be responsible for planning and implementing the **CLINICAL SITE Program**. The **University Students** will be subject to the supervision and existing policies, regulations, procedures and standards of practice provided by the Clinical Coordinator or his/her designee.

3.2. To assure safety and continuity of care to patients utilized for the **CLINICAL SITE Program**:

- a. **CLINICAL SITE** retains full and sole authority and responsibility for patient care; and
- b. The professional staff of **CLINICAL SITE** may intervene in any manner necessary to protect a **CLINICAL SITE** patient as the circumstances at the time dictate.

3.3. **CLINICAL SITE** shall have the right to (i) immediately exclude any **University Student** from continued participation in the **CLINICAL SITE Program** and (ii) to direct the **University** to withdraw a **University Student** from the **CLINICAL SITE Program** when, in **CLINICAL SITE's** sole discretion, it deems that the performance or conduct of the **University Student** is disruptive or detrimental to **CLINICAL SITE** or its patients.

3.4. **CLINICAL SITE** shall maintain records and reports on each **University Student's** performance during the clinical experience and shall provide a written evaluation of each **University Student's** performance to the **University**. The **University** shall supply **CLINICAL SITE** with the appropriate forms to be used in evaluating **University Student** performance.

3.5 An orientation period which will include pertinent information about nursing practice issues at the involved clinical site is required for the **University** student(s). The length and nature of this orientation will be mutually determined by the faculty member and **Clinical Site**.

3.6 The clinical experience is supervised by a clinical preceptor at **Clinical Site** who is a Baccalaureate or Master's prepared licensed nurse.

3.7 The internship requires a 212 (Spring semester 2011 only)/ 168 (all terms thereafter) hour precepted clinical experience on a clinical nursing unit at the **Clinical Site**. The precepted clinical portion of the course integrates nursing theory and practice as the students approach the completion of their nursing major. The students synthesize previous and concurrent learning to simulate the role of an entry level professional nurse, i.e., independence in nursing practice, skill in clinical decision making and application of leadership and management theory to practice.

4. Term.

4.1. The Agreement shall have an initial term of five (5) years, commencing on **March 1, 2011**, and ending on **February 29, 2016**. This Agreement may be terminated by either party upon thirty (30) days prior written notice. Termination of this Agreement would not affect the completion of any **University Student's** participation in a **CLINICAL SITE Program** as originally scheduled.

5. Emergency Medical Care and Follow-up.

5.1. In the event of an emergency during the **CLINICAL SITE Program**, **CLINICAL SITE** will see that emergency care is provided to the **University Students** through the **University Student's** medical insurance coverage. With the exception of emergency care, the **University Students** will provide for their own medical care needs.

5.2. In the event of a **University Student's** exposure to bodily fluids of a **CLINICAL SITE** patient, **CLINICAL SITE** policies regarding testing of the patient and **University Student** will be followed. The **University** will compensate **CLINICAL SITE** or relevant clinical clinic sites for testing costs.

6. **Insurance.**

6.1. During the term of this Agreement, the **University** shall, at the **University's** expense, procure and maintain professional liability insurance for its **University Students** so long as the **University Student** is acting solely in an educational capacity for all claims and judgments arising out of their activities during their clinical experience at **CLINICAL SITE** in the minimum amount of One Million Dollars (\$1,000,000) per medical incident and Three Million Dollars (\$3,000,000) in the aggregate. Certification of such insurance shall be provided to **CLINICAL SITE** by the **University** prior to execution of this

Agreement. This requirement is a condition precedent to admission to the **CLINICAL SITE Program** and to **CLINICAL SITE's** obligations under this Agreement. Lapse of coverage of any **University Student** shall immediately terminate, without further notice or action by **CLINICAL SITE**, that individual's right to continued participation in the **CLINICAL SITE Program**. The **University** shall provide **CLINICAL SITE** at least thirty (30) days prior written notice of expiration, cancellation or non-renewal of its insurance coverage.

6.2. **CLINICAL SITE** shall, at **CLINICAL SITE's** expense maintain professional liability insurance for its staff for all claims and judgments arising out of their clinical activities.

7. **Indemnification.**

7.1. The **University** will defend, indemnify and hold **CLINICAL SITE** harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) which arise out of the acts or omissions of the **University**, its agents, employees or students in connection with this Agreement or by any breach or default in the performance of the obligations of the **University** hereunder. The provisions of this paragraph 7.1 shall survive termination of this Agreement.

7.2. **CLINICAL SITE** will, defend, indemnify and hold harmless the **University** from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) which arise out of the acts or omissions of **CLINICAL SITE**, its agents or employees or in connection with this Agreement or by any breach or default in the performance of the obligations of **CLINICAL SITE** hereunder. The provisions of this paragraph 7.2 shall survive termination of this Agreement.

7.3. The **University** agrees to reimburse **CLINICAL SITE** for the repair or replacement cost of any equipment or supplies damaged as a result of the negligence of any **University Student** and/or faculty.

8. General.

8.1. Assignment. This Agreement may not be assigned, modified or altered in whole or in part, without the prior written consent of both parties.

8.2. Entire Understanding; Construction. This Agreement constitutes the entire understanding between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws provisions which would serve to defeat application of Maryland substantive law), and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

8.3. Non-discrimination. University and **CLINICAL SITE** agree not to discriminate against any employee, applicant or student enrolled in the clinical experience because of age, color, national or ethnic origin, political affiliation, race, religion, handicap, disability, sex or sexual orientation, status as a disabled veteran or veteran of the Vietnam era.

8.4. Privacy. **CLINICAL SITE** understands that information received from the University regarding students participating in clinical training is subject to the provisions of the Family Educational Rights and Privacy Act, and **CLINICAL SITE** agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's permission.

8.5. Notices. All notices required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the University:

Martha N. Hill, PhD, RN, FAAN
Dean and Professor
Johns Hopkins University School of Nursing
525 N. Wolfe St.
Baltimore, MD 21205
mnhill@son.jhmi.edu

If to CLINICAL SITE:

Eliana Escudero
Eliana Escudero
Directora Escuela de Enfermería
Universidad Finis Terrae
Av. Pedro de Valdivia, 1509
Providencia, Santiago
C.P: 7501015

8.6. Amendment. No amendment or modification of this Agreement shall be effective unless in writing and executed by authorized representatives of the parties hereto.

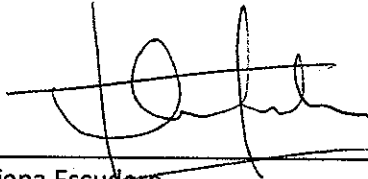
CLINICAL SITE and the University have caused this Agreement to be executed and delivered on the date first written above by their duly authorized representatives.

Universidad Finis Terrae



Nicolás Cubillos Sigall
President
Universidad Finis Terrae

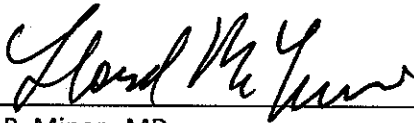
Date



Eliana Escudero
Directora Escuela de Enfermería


Date

THE JOHNS HOPKINS UNIVERSITY



Lloyd B. Minor, MD
Provost and Senior Vice President for Academic Affairs

2/2/2011
Date



Martha N. Hill, PhD, RN, FAAN
Dean and Professor

1/31/11
Date