

AGREEMENT FOR STUDENT CLINICAL EXPERIENCE
BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
School of Medicine
AND
DEPARTMENT OF JUVENILE JUSTICE

This Agreement is made on August 31, 2022, between the Virginia Commonwealth University School of Medicine (hereinafter the "School") and Department of Juvenile Justice (hereinafter the "Facility").

WHEREAS, the University has programs of study leading to doctoral degrees in Medicine; and

WHEREAS, clinical and volunteer experience is a required component of that curriculum; and

WHEREAS, the School desires the assistance of the Facility in developing and implementing the clinical and volunteer experience phase of its curriculum; and

WHEREAS, the Facility wishes to assist the School in developing and implementing the clinical experience for the School of Medicine students;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the School and the Facility agree as follows:

I. Mutual Responsibilities of the School and the Facility.

A. The School and the Facility shall determine the number of students to be assigned to the Facility for the clinical and volunteer experiences for each of the courses for which the Facility serves as a site.

B. In accordance with applicable law, the School and the Facility shall not discriminate unlawfully against any student.

II. Responsibilities of the School.

A. The School shall assume the overall responsibility for development of the clinical and volunteer education program.

B. The School shall refer to the Facility only those students who have satisfactorily completed the academic prerequisites for the experience.

C. The School shall designate a person or persons to coordinate the clinical and volunteer experience(s) of the student(s) for each clinical course.

D. The School shall be responsible for the final evaluation and grading of the student(s) performance in the experience.

E. The School shall notify the Facility contact person of its planned schedule of student assignment(s), including the dates of clinical or volunteer experience(s), the name(s) of the student(s), and the level of academic and preclinical preparation of the student(s).

F. The School, through the designated course faculty member, shall provide the Facility with educational objectives and evaluation forms (as appropriate) for the clinical experience.

G. The School shall advise students assigned to the Facility of their responsibility for complying with the existing rules and regulations of the Facility, including the responsibility for preserving the confidentiality of patient information and for complying with any physical examination requirements of the Facility and successful Child Protective Services and Criminal background check requirements of the Facility prior to the beginning of internship.

H. The School shall verify current licensure in the Commonwealth of Virginia of faculty members and students assigned to the Facility, and upon written request, will furnish the agency with evidence of such licensure.

I. Students and faculty of the School who participate in instructional experiences under this Agreement are covered for professional liability by the Commonwealth of Virginia's Self-Insured Risk Management Plan. Upon request, School shall furnish the Facility with information regarding such self-insured coverage. (See attached Certificate of Coverage).

J. Prison Rape Elimination Act (PREA): The Virginia Department of Juvenile Justice (DJJ) has a zero tolerance policy concerning sexual abuse/assault, and sexual harassment of DJJ youth and staff. DJJ is committed to the prevention, detection, and elimination of sexual abuse/assault and harassment within DJJ facilities Facilities/ Programs/ Offices owned, operated, or contracted. Violations of this policy may result in disciplinary sanctions and/or criminal prosecution as authorities deem appropriate. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the agreement. All students and/or faculty who will have regular contact with the residents shall complete mandatory PREA training that shall be arraigned with DJJ's PREA Coordinator.

K. The School reserves the right to terminate a clinical experience assignment if the School determines that conditions at the Facility are detrimental to student learning.

L. The School shall present all proposed materials and program descriptions designed to be delivered to the residents to the Health Services Director of designee. The School shall not utilize any materials or implement any programming without the written approval of the Health Services Director.

III. Responsibilities of the Facility.

A. The Facility shall have ultimate responsibility for providing care to the recipients of its services (hereinafter referred to as "patients").

B. The Facility shall designate personnel to collaborate with School faculty in

planning for the use of clinical facilities and provision of appropriate learning opportunities in accord with objectives for the clinical experience.

C. The Facility shall provide written evaluative input about student performance, as appropriate to the placement, and in accord with procedure and process agreed upon between the faculty coordinator of the clinical course and clinical Facility designee.

D. The Facility reserves the right to request that the School withdraw from clinical experience any student whose health or performance is detrimental to patient well-being or to the operation of the Facility.

E. The Facility shall provide the School with information regarding the availability of first aid and emergency care for students while on clinical assignment on the property of the Facility. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will provide such emergency care as is provided its employees. In the event the Facility does not have the resources to provide such emergency care, the Facility shall refer such student to the nearest emergency facility. The student is responsible for any charges in connection with such emergency care.

F. The Facility, its agents and employees shall maintain in confidence student files and personal information and limit access to only those agents and employees with a need to know. The Facility, its agents and employees shall comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the School. For purposes of this Agreement, the School hereby designates the Facility and its agents as School's officials with a legitimate educational interest in the educational records of the student(s) who participate in the clinical assignment to the extent that access to the records is required by the Facility to carry out the clinical assignment.

G. Upon request, the Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

H. The Facility will provide written notification to the School promptly if a claim arises involving a student.

I. The Health Services Director or designee shall review materials and program descriptions. Feedback and approval will be provided to the school in writing as indicated.

IV. Responsibilities of the Student.

- A. The School shall advise the student that he or she is responsible for demonstrating professional behavior appropriate to the environment of the Facility, including protecting the confidentiality of patient information and maintaining high standards of patient care.
- B. The School shall advise students that they are to not provide personal contact information to include university email address to any residents, in any way seek to have contact with residents outside the scope of approved on site sessions, make arrangements for contact at a

future point, and or exchange personal written communication.

V. Term. This Agreement shall become effective immediately and shall remain in effect for one year unless otherwise sooner terminated as hereinafter provided. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms, such renewal not to extend for a period longer than five years from the Effective Date, unless a party provides at least sixty (60) days written notice of termination or non-renewal, provided that any student (s) currently assigned to the Facility at the time of notice of termination shall be given the opportunity to complete the clinical experience at the Facility, such completion not to exceed three months.

VI. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For the School:

Fidelma Rigby, MD

Fay Chelmow, RN

VCU School of Medicine

1201 E Marshall Street

Richmond, VA 23298

Tel: 804-828-9788

Email: fidelma.rigby@vcuhealth.org

fay.chelmow@ImPACTvirginia.org

For the Facility:

Mark Murphy

Department of Juvenile Justice 600 East

Main Street Richmond, VA 23219

Tel: 804-371-0700

Fax:

Email Mark.Murphy@djj.virginia.gov

VII. Entire Understanding. This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the University and the Facility.

VIII. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

IX. Captions. The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.


X. No Waiver. Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

XI. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Virginia.

XII. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

**Department of Juvenile Justice
Bon Air Juvenile Correctional Center**

**Virginia Commonwealth University
School of Medicine**



Date: 8/31/2022
Director

Fidelma Rigby, MD
(Date) _____

Fay Chelmow, RN
(Date) _____

(Date) _____

(Date) _____