

INTERNSHIP AGREEMENT BETWEEN
(Insert Institution Name)
AND
THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF MEDICAL EXAMINER

I. INTRODUCTION

This Agreement is entered into between the **(Institution)** and the District of Columbia Office of the Chief Medical Examiner (OCME) collectively referred to as the Parties.

II. GOALS AND OBJECTIVES

The **(Institution)** desires to enter into this internship Agreement which will permit certain **(Institution)** students to participate in an internship rotation at the OCME to gain a better understanding of patient anatomy, physiology, forensic investigation, and mortuary sciences. OCME has a vested interest in developing a skilled workforce through the educational advancement of students studying, or having a demonstrated interest, in one or more of the critical functions of the OCME including forensic toxicology, mortuary sciences, forensic pathology, medicolegal death investigation, government administration, and legal services. Given that OCME recognizes the need for clinical experiences in the training of current and future forensic science students, the OCME will make available certain personnel, staff and facilities to provide a clinical educational experience for student interns.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities, and in the furtherance of the shared goals, of the Parties to carry out the purposes of this Agreement expeditiously and economically, the Parties do hereby agree:

A. MUTUAL RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

1. Each Party agrees to communicate on an ongoing basis to discuss issues of mutual concern that pertain to this agreement. Such communication shall include, but not be limited to, meetings, phone calls, written documentation and site visits.
2. The Parties shall not make any distinction in the admission of students to the internship program or in the provision of instruction to such students on the basis of race, color, gender, creed, age, sexual orientation, national origin or disability.
3. Each Party represents that its officers, agents and employees shall be in material compliance with Federal, and District of Columbia laws, regulations and ordinances applicable to its activities and obligations under this Agreement.
4. Each Party shall agree on the numbers of students, days, hours, and duration for the internship, and the curricular objectives for the participating student interns.

5. Each Party will assure that each student intern and faculty member is oriented, and agrees, to abide by all practices, rules, policies and procedures required by the OCME.

B. RESPONSIBILITIES OF (INSTITUTION)

1. (Institution) will be responsible for the educational program of students assigned for the purpose of obtaining internship experience at the OCME.
2. The (Institution) will accept OCME's policies and procedures as guides to practice, and be responsible for seeking information regarding changes and for developing educational material in harmony with OCME's established policies and procedures.
3. The (Institution) will provide administrative functions including admissions, scheduling, attendance, and accounting.
4. The (Institution) agrees to take out and maintain during the duration of the Agreement general and professional liability insurance and property damage insurance that shall protect themselves, the OCME, and the student(s) in the following amounts: up to \$1,000,000 (one million dollars) and up to \$3,000,000 (three million dollars), respectively, per occurrence for acts and omissions arising out of or relating to activities performed pursuant to this Agreement.
5. The (Institution) agrees to inform student interns of the institution's policies regarding medical surveillance or medical treatment for occupational exposure incidents sustained while at the OCME. A copy of such policy or plan should be provided to the OCME. The primary contact for the institution's medical surveillance plan is:

(Name)

(Email)

(Telephone)

6. For internships where students are in contact with specimens, the (Institution) shall provide the OCME with a statement verifying that the student's health records indicate that the student has the appropriate medical certification clearances required to perform the functions as listed in this agreement and is current on vaccinations, including but not limited to:

i) Hepatitis Immunization

ii) Tetanus Inoculations

iii) Tuberculosis Screening/ Chest x-ray

iv) Respirator Certification

v) Physical Certification (e.g. restrictions for heavy lifting/pulling 150 pounds, prolonged periods of standing, exposure to variable weather conditions, etc.).

Alternatively, the institution will provide the OCME a statement certifying that the student has waived the immunizations or medical certification clearances as listed above in accordance with the institution's policies.

7. The **(Institution)** will provide each student, or ensure each student arrives at the OCME, with the following PPE (or substantially equivalent) prior to entry into the autopsy suite and adjacent clinical preparation/decedent storage areas:
 - a) M95 Mask;
 - b) 2 pairs of disposable surgical, latex or nitrile gloves;
 - c) Hair bonnet or other similar covering (i.e., surgical hat);
 - d) Disposable gowns or scrubs with sleeves;
 - e) Plastic disposable aprons;
 - f) Shoe covers;
 - g) Flat-sole footwear; no open-toes, sandals or high-heels; and
 - h) Goggles or face shield with eye protection.
8. The **(Institution)** agrees that students will adhere to all policies relating to patient care services, including confidentiality of medical and facility information according to HIPAA regulations, policies and procedures and will obligate the student to sign, or agree to, any OCME provided confidentiality agreement, volunteer services agreement, or vehicle ride-along waiver.
9. The **(Institution)** agrees that students will adhere to all health and safety-related policies pertaining to exposure prevention and control as well as safe workplace policies and procedures as articulated by OCME preceptors and policies.

C. RESPONSIBILITIES OF THE OCME

1. The OCME will be responsible for all clinical aspects and components of this Agreement. This is inclusive but not limited to observation, skills and clinical methodologies.
2. Student interns and faculty shall, at all times, remain subject to the authority, policies, and regulations imposed by the OCME. Additionally, during periods of clinical, or educational, rotations at the OCME student interns will be subject to all standards, rules, regulations, administrative practices and policies of the OCME. The OCME may strictly enforce these standards and severe breaches of these policies, including but not limited to health and safety violations committed by students, may lead to immediate dismissal of the student from the rotation.
3. The OCME agrees to ensure that any employee supervising student interns

is properly licensed, certified, or qualified by other means to practice in the local jurisdiction in which they are employed.

4. The OCME agrees to withdraw any student intern whose health or professional performance is detrimental to the health of the OCME staff, themselves or any other person; the scope and mission of the OCME, the District of Columbia or any other employee at the Consolidated Forensic Laboratory facility.

IV. DURATION

The period of this Agreement shall be one year from the effective date of the last signatory on this agreement, and shall have 4 one year options unless either party gives written notice of intent not to renew ninety (90) days prior to the end of the one year term.

V. TERMINATION

Either party may terminate the Agreement for any reason deemed appropriate by either side subsequent to giving the other party 60 days of written notice and an opportunity to cure any defect relevant to the termination of the Agreement.

VI. AUTHORITY FOR AGREEMENT

D.C. Official Code § 5-1404(b).

VII. LIABILITY

The District of Columbia is self-insured. The District of Columbia will not be responsible to the (institution) for any portion of a claim against the (institution) that is directly attributable to the student intern's failure to comply with the directions and supervision of the OCME staff. Nothing in this provision waives the defenses of either the (institution) or the District that are available to either the District or the (institution) by statute or common-law.

VIII. NO THIRD PARTY RIGHTS

This Agreement is not intended to create any enforceable rights by Third Parties or establish any specific standard of care for services for members of the public.

IX. MODIFICATIONS

Any modification or amendment of this Agreement shall be valid only when reduced to writing, duly signed by each of the Parties and attached to the original Agreement. Each party shall implement any procedures that are necessary to carry out this Agreement.

X. ENTIRE AGREEMENT

This Agreement contains the final and entire Agreement between the parties, and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained or contained in a written amendment of this Agreement executed by the

parties hereto.

XI. MISCELLANEOUS

This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations or individuals.

XII. NOTICE

The following individuals are the contact points for each Party under this MOA:

(institution)
CONTACT

OFFICE OF THE CHIEF MEDICAL EXAMINER
CONTACT

In Witness Whereof, the Parties hereto have signed this Agreement effective of the date set forth above.

(institution)

Contact

Date: _____

D.C. OFFICE OF THE CHIEF MEDICAL EXAMINER

Dr. Roger Mitchell, Chief Medical Examiner

Date: _____

OCME Unit Supervisor

Date: _____