School Name

Nursing Program
Affiliation Agreement

THIS AFFILIATION AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 20__ by and between the _____ (School Name) and **Facility** located at _____the "Facility").

R E C I T A L S

WHEREAS, School Name is an accredited post-secondary school which offers established _____ programs to train students in _____;

WHEREAS, the School Name objective of each of its nursing programs is to prepare its students to perform those tasks and exams that will enable them to work at an entry-level in nursing field upon successful completion of the specified program;

WHEREAS, School Name has designed its nursing program(s) to provide the academic preparation of its students through classroom instruction and laboratory practice and to provide practical experience through a Clinical Rotation ("Clinical Rotation") by assigning to the Facility a student(s) who has satisfactorily completed the prerequisite courses of his/her specific nursing program;

WHEREAS, School Name desires to enter into an affiliation agreement with Facility for its Nursing program(s) (hereinafter referred to as the "Program");

WHEREAS, the Facility recognizes the need for a Clinical Rotation for qualified students preparing for to enter the nursing field, it desires to participate in providing such a Clinical Rotation to School Name for that required segment of the specified Program(s); and

WHEREAS, School Name and Facility desire to cooperate for the purpose of implementing a Clinical Rotation to provide practical experience for students enrolled in their nursing program at School Name and, in consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. School agrees:

    1. To assume the responsibility for planning the Program(s) including, but not limited to, student selection, programming, administration, curriculum content, student evaluation, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

    2. To coordinate all aspects of the Program(s) and Clinical Rotation(s) at the Facility with an individual designated by the Facility for such coordination.

    3. To be responsible for preparing, in conjunction with Facility, the schedule for the Clinical Rotation(s), student assignments, dates, times, number of students, and the clinical experiences to be included in the Clinical Rotation(s).

    4. To ensure that, when appropriate, students and faculty are trained in compliance with OSHA Blood-Borne Pathogen Regulations.

    5. To give the Facility prior notice of any proposed change(s) to the Clinical Rotation

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schedule.

6. To ascertain acceptable criteria for student readiness and annual health vaccination requirements are met prior to and throughout clinical experiences. The school shall maintain current records of health and immunization data.

7. To provide medical records and/or information for each assigned student as required by the Facility and require each participating School student to sign a Statement of Acknowledgment and Release of Medical Records and Information.

8. To keep records and reports on each assigned student's clinical experience and to assure the Facility that the School faculty has the primary responsibility for student evaluation.

9. To (i) Maintain a policy of professional liability insurance for itself, its faculty and student(s) throughout the term of this Agreement in the amount of _____per occurrence and _____ in the aggregate; (ii) Maintain a policy of commercial general liability insurance for itself, its faculty and student(s) throughout the term of this Agreement in the amount of _____ per occurrence and _____ in the aggregate; and (iii) provide certificates of insurance confirming the professional liability and commercial general liability coverage to the Facility upon request.

10. To ensure students are trained in compliance with basic training regarding confidentiality of protected health information under the HIPPA Privacy Regulations.

11. To ensure that the school and all students perform their duties and services hereunder in accordance with all relevant local, state and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of the School. This agreement does not constitute an employer/employee relationship. Student assigned to Facility pursuant to this Agreement shall not be considered agents, employees or servants of Facility.

12. To require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility and approved by the School. School shall require students to wear and/or display such nametags or other identification as Facility may reasonably require.

B. The Facility agrees:

1. To accept the Students assigned by School and provide orientation of all Students to the Facility. Facility shall provide learning opportunities for the Students, who shall be supervised by School or Facility personnel, to observe and assist in various aspects of professional practice.

2. To, upon request of the School and consent of the Facility, provide clinical preceptorship for Students. Each preceptor shall be assigned no more than two (2) Students and shall be responsible for selecting patients for Student experience and for providing clinical instruction/guidance.
   a. The Facility Clinical Preceptor shall participate in Student evaluation. Evaluation shall be based on clinical objective provided by the School Faculty member responsible for oversight to the course.
3. To retain ultimate control of the Facility and responsibility for patient care.

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4. To cooperate with School faculty in planning and implementing the Clinical Rotation(s) and providing evaluation of student performance where appropriate.

5. To make appropriate areas of the Facility available for each assigned student's use and clinical experience, including, but not limited to, the necessary equipment and supplies, cafeteria, library and parking facilities, classroom and conference room.

6. To provide and/or make available to School and its assigned students, the rules, regulations and procedures of the Facility in order for each assigned student to comply with the applicable rules, regulations and procedures of the Facility as determined by the Facility at its sole discretion.

7. To refer all disciplinary problems to the faculty and administration of School. Any request for the withdrawal of any student(s) from the Facility must be in writing and contain a statement of the student's conduct. However, the Facility reserves the right to immediately remove any student(s) from the Facility in cases of rule violation leading to unsafe practice or detrimental effect to the facility, its patients, or other student(s) as determined by the Facility at its sole discretion.

8. That, in the event of an accident or injury to any assigned School student(s) or faculty member(s), the Facility will provide emergency medical and/or dental treatment to the participating School student(s) or faculty member(s) while at the Facility and, on the conclusion of said emergency treatment, said individual will be referred to the care of his/her own physician. The cost of any and all emergency treatment is to be paid for by the injured School student(s) or faculty member(s).

9. In the event this agreement is terminated by either party, the student(s) assigned to the Facility at the time of the termination will be given the opportunity to complete their clinical education at the Facility.

10. School and all Program Participants shall keep all health-related information strictly confidential and shall at all times comply with applicable federal and state laws regarding the confidentiality of health-related information. Further, School and all Program Participants agree to keep strictly confidential and hold in trust all confidential information of the Facility and not to disclose or reveal any confidential information to any third party without the express prior written consent of the Facility. School shall not disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by the Facility. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this Agreement and shall provide the Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating the Agreement upon written notice to School. The provisions of this article shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

C. Both parties agree:

1. At no time is the assigned student(s) to be considered an employee of the Facility.

2. Neither party shall, in the operation of this Agreement discriminate against any individual on the basis of race, religion, sex, creed, national origin, sexual orientation or physical or mental handicap unrelated to ability.

3. The term of this Agreement shall be for _____ years, effective from the date set forth on

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page 1 of this agreement and shall be automatically renewed for additional _____ year periods provided that either party may cancel the Agreement by providing the other party ninety (90) days' prior written notice of its intent to terminate. The Agreement will be reviewed annually by the administrative staffs of both School and the Facility.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of _Missouri__.

5. All notices or communications hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: _____
_____
_____
_____
Attention:

If to the Facility: _____
_____
_____
_____
Attention:

or to such other persons or places as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF, the parties hereto, with the intention to be legally bound hereby, have caused this Agreement to be duly executed by their respective officers thereunto duly authorized and empowered, this _____day of _____, 201_.

School Name _____

Print Name:_____

Title: _____

Signature: _____

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THE FACILITY

Print Name of Facility: _____

Print Address of Facility: _____

_____

Telephone Number: _____

Fax Number: _____

Person Authorized by the Facility to Sign this Agreement:

Print Name: _____

Print Title: _____

Signature: _____

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