

CLINICAL AFFILIATION AGREEMENT

BETWEEN
GRANTHAM UNIVERSITY
AND

(AFFILIATE)

THIS AGREEMENT, by and between **Grantham University**, a DEAC accredited and KBOR certified institution, hereinafter referred to as “**INSTITUTION**”, and _____, hereinafter referred to as “**AFFILIATE**”.

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. **Purpose:** The purpose of this Agreement shall be to provide clinical experience to students enrolled in the **Master of Science Nursing Program** of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
 - B. The clinical experience shall be provided at the Affiliate’s facility located at _____ hereinafter referred to as “**FACILITY**”.
 - C. The specific services to be provided students is described as follows: *(Detailed description of specific services, including, but not limited to, activities to be required of students and special services/physical facilities available to students.)*

II. Terms and Conditions: Pursuant to the above-stated purpose, the parties agree as follows:

A. Term:

1. The term and effective date of this Agreement shall be from _____ to _____ with an option to renew on a year-to-year basis, but not to exceed an aggregate total of sixty (60) months.
2. Renewals of this Agreement may become effective with agreement of both parties provided no substantial changes are made to the original agreement.
3. Either party may terminate this Agreement upon giving 90 days written notice to the other party. Such termination shall have no effect on students currently receiving clinical experience.

CLINICAL AFFILIATION AGREEMENT (cont'd.)

- B. Placement of Students:** The Institution will place a number of students at the Facility each academic term. The Institution shall notify the Affiliate at least 60 days prior to the beginning of each academic term of the number of students it desires to place at the Facility for such term.
- C. Discipline:** While enrolled in clinical experience at the Facility, students (and faculty, if applicable) will be subject to applicable policies of the Institution and the Affiliate. Each party will be responsible for enforcing all applicable policies including that of the other party. Students shall be dismissed from participation in the practicum experience only after the appropriate disciplinary policies and procedures of the Institution have been followed; however, the Affiliate may immediately remove from the premises any student who poses an immediate threat or danger.
- D. Institution Specific Responsibilities:** The following duties shall be the specific responsibilities of the Institution:
1. Selection of students to be placed at the Facility.
 2. Approve the selection of a Preceptor for the student that meets academic qualifications according to the institutional policies.
 3. Provide input into the evaluation of the performance of individual students as appropriate.
 4. Establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for their practicum experience.
 5. Require written evidence of professional liability insurance coverage from individual students (and faculty, if applicable) participating in the practicum experience. The minimum amount of coverage per individual shall be one million (\$1,000,000.00). The coverage shall extend through the term of the student's participation.
- E. Affiliate Specific Responsibilities:** The following duties shall be the specific responsibilities of the Affiliate:
1. Provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
 2. Maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
- F. Mutual Responsibilities:** The parties shall cooperate to fulfill the following mutual responsibilities:
1. Each party shall comply with all Federal, State, and Municipal laws, advice, rules and regulations, which are applicable to the performance of this Agreement.
 2. Students shall be treated as students (trainees) who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
 3. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
 4. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, Veteran status, or national origin.

**CLINICAL AFFILIATION
AGREEMENT (cont'd.)**



- 5. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, disability, Veteran status, or national origin. Such action shall include, but not be limited by the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
- 6. The confidentiality of all patient records and student records shall be maintained at all times.

G. Miscellaneous Terms: The following terms shall apply in the interpretation and performance of this Agreement:

- 1. Each party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
- 2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
- 3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- 4. **HIPAA Requirements:** To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including with limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information or Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.
- 6. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.
- 7. The Coordinator for the Institution and can be reached at
tel: _____, fax: _____ or email: _____
- 8. The Coordinator for the Affiliate and can be reached at
tel: _____, fax: _____ or email: _____
- 9. This Agreement is not effective until approved by the Institution's Dean or Chair – School of Nursing.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signature:

(TYPE AFFILIATE / AGENCY NAME HERE)

By: _____ Title _____ Date _____
(Print name here)

Grantham University

By: _____ Title _____ Date _____
(Print name here)