

AFFILIATION AGREEMENT

This **AGREEMENT** is made on _____ (“**Effective Date**”) between **WILMINGTON UNIVERSITY** (hereinafter referred to as “WilmU”) and Lehigh Area School District (hereinafter referred to as “Host Agency”). WilmU and Host Agency may be referenced in this Agreement as a “Party” and collectively as the “Parties.”

WilmU and the Host Agency wish to reach an agreement regarding the separate and joint responsibilities that occur when students receive clinical instruction in the Host Agency. Both parties desire to cooperate in providing WilmU nursing students preparing for professional nursing roles the opportunity to participate in health assessment and promotion, client teaching, and care of clients with health deficits, through a planned program of instruction. WilmU and the Host Agency wish to establish a mutually satisfactory relationship with clearly defined policies.

1. Responsibilities of WilmU

- 1.1. WilmU will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of WilmU’s curriculum.
- 1.2. WilmU will retain ultimate responsibility for the education and assessment of its students. WilmU’s representative for this Agreement shall be a faculty member appointed and assigned by WilmU, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
- 1.3. WilmU will advise all students assigned to the Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. WilmU will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
- 1.4. WilmU will require all participating students to maintain health insurance and provide proof of health insurance to WilmU. The Host Agency may request the student provide proof of health insurance prior to beginning of the training experience.
- 1.5. WilmU will require all participating students to have completed an appropriate criminal background check and drug screening as well as to submit to WilmU documentation of the following: current health status, annual tuberculosis screening, immunization for measles, mumps, and rubella, and immunization to hepatitis B unless waived; with additional information required by the Host Agency to be supplied to the Host Agency directly by the student. If applicable, the Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. WilmU will inform the student of his/her responsibility to provide evidence to the Host Agency of any required criminal background checks or immunizations, when requested. The Host Agency shall notify WilmU of its requirements of an acceptable criminal background

check and required immunizations. WilmU will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not the Host Agency.

- 1.6. WilmU will require students to be certified in cardiopulmonary resuscitation.
- 1.7. WilmU will advise students that they are required to comply with Host Agency rules, regulations, and procedures.
- 1.8. If requested by the Host Agency, WilmU will provide instruction to the Host Agency's staff with respect to WilmU's expectations regarding assessment of WilmU's students at the Host Agency.
- 1.9. WilmU will provide services in the implementation of student learning experiences at no cost to the Host Agency.
- 1.10. WilmU warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If requested by the Host Agency, WilmU shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the Host Agency.

2. Responsibilities of the Host Agency

- 2.1. The Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, in which the students can complete WilmU's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for students in the proper use of electronic medical records; e) appropriate spaces for classes and conferences; f) secure storage space for students' personal items when at the Host Agency; and g) parking.
- 2.2. The Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the education program. Host Agency and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
- 2.3. The Host Agency staff will, upon request, assist WilmU in the assessment of the learning and performance of participating students by completing assessment forms provided by

WilmU and returned to WilmU in a timely fashion.

- 2.4. The Host Agency will provide for the orientation of WilmU's participating students and faculty as to the Host Agency's rules, regulations, policies, and procedures.
- 2.5. The Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Host Agency, the Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. WilmU will define, for its students, who bears financial responsibility for any charges generated.
- 2.6. To the extent the Host Agency, generates or maintains educational records related to the participating student, the Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to WilmU and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, WilmU hereby designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to WilmU's records is required by Host Agency to carry out the Program.
- 2.7. Upon request, the Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- 2.8. The Host Agency will provide written notification to WilmU promptly if a claim arises involving a student. The Host Agency and WilmU agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- 2.9. The Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The Host Agency will notify WilmU's course director if such an action is required.
- 2.10. The Host Agency shall identify a site coordinator from among its medical staff who will communicate and cooperate with WilmU's coordinator to ensure faculty and student access to appropriate resources for the clinical training experience.

3. Mutual Responsibilities

- 3.1. Representatives for each party will be established on or before the execution of this AGREEMENT.
- 3.2. The parties will establish the maximum number of students assigned during any instructional period.
- 3.3. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between WilmU and Host Agency representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
- 3.4. WilmU will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using WilmU facilities. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Host Agency facilities.
- 3.5. WilmU and the Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
- 3.6. WilmU, including its faculty, staff, and students and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
- 3.7. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student’s participation at the Host Agency. The Host Agency will immediately notify the appropriate office of WilmU if such an action is required and the reasons for such action. WilmU may terminate a student’s participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. WilmU will notify the Host Agency if such action is required.

4. Term and Termination

- 4.1 This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled clinical assignment at Host Agency.

5. Employment Disclaimer

5.1 The students participating in the program will not be considered employees or agents of the Host Agency or WilmU for any purpose. Students will not be entitled to receive any compensation from Host Agency or WilmU or any benefits of employment from Host Agency or WilmU, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of WilmU.

6. Health Insurance Portability and Accountability Act.

6.1 Health Insurance Portability and Accountability Act. The Organization and the School agree that the School is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation"). To the extent that the students and/or faculty are participating in the Program at the Organization, such students and/or faculty shall:

- 6.1.1 be considered part of the Organization's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be considered to be employees of the Organization;
- 6.1.2 receive training by the Organization on, subject to compliance with, all of the Organization's privacy policies adopted pursuant to the Regulations; and
- 6.1.3 not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to the School that has not first been de-identified as provided in 45 CFR §164.514(a).

6.2 The School will never access or request to access any Protected Health Information held or collected by or on behalf of the Organization, from a student or faculty who is acting as a part of the Organization's workforce as set forth in Section 3(a) above or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and no services are being provided to the Organization by the School pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103. If the School's accrediting agency requires access to the Organization's facilities and Protected Health Information, then the Organization will require a Business Associate Agreement with the accrediting agency.

7. No Agency Relationship Between the Parties.

7.1 Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

8. Assignment

8.1 This AGREEMENT will not be assigned by either party without the prior written consent of the other.

9. No Special Damages

9.1 In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

10. Notices

10.1 All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

11. No Payments

11.1 No payments shall be made between the parties or to the students in connection with this Agreement.

12. Severability

12.1 The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

13. Headlines

13.1 Headlines in this AGREEMENT are for convenience only.

14. Entire Agreement

14.1 This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written AGREEMENT entered into by the Parties.

WILMINGTON UNIVERSITY
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New Castle, DE 19720

Lehigh Area School District
1000 Union Street
Lehigh, PA 18235
610-377-4490

Aaron Sebach PhD, DNP, MBA, FNP-BC
Dean: CONHS

Date: _____
Print Name: Jason Moser, Superintendent