



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

PROFESSIONAL NURSING EDUCATION AFFILIATION AGREEMENT For Applied Learning Experiences (AAMC Model Agreement)

This Professional Nursing Education Affiliation Agreement ("Agreement"), effective on the date of the last signature shown below ("Effective Date"), is made between Western Governors University ("University") and San Benito County ("Host Agency").

Recitals

WHEREAS, University has an accredited baccalaureate completion degree and masters degree nursing program, and Healthcare Organizations, Public Health Departments, and Community Health Centers that provide support or care to communities or populations are appropriate sites for applied learning experiences for students.

WHEREAS, students of University are to be provided with a learning experience within the Host Agency's practice setting under the supervision and direction of University faculty with the goal of developing the students' competence in BSN or MSN competencies ("Applied Learning Experience").

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students of University.

WHEREAS, this Agreement is intended and shall be interpreted to meet University's accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- University is ultimately responsible for the education program, academic affairs, and the assessment of students.
- University is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- Specification of the responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury.
- The shared responsibility of University and Host Agency for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of University

1. University 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 Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University's curriculum.

2. University will retain ultimate responsibility for the education and assessment of its students. University's representative for this Agreement shall be a faculty member appointed and assigned by University, who will be responsible for student teaching and assessment provided pursuant to this Agreement.

3. University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. University will require all participating students to maintain health insurance and provide proof of health insurance to University. Host Agency may request the student provide proof of insurance prior to beginning of the training experience.

5. University will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate health records, including immunizations, on file with University. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. University will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify University of its requirements of an acceptable criminal background check and required immunizations. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to 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.

6. University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, University will provide instruction to Host Agency's staff with respect to University's expectations regarding evaluation of University's students at Host Agency.

8. University warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students and employees with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. If requested by Host Agency, University shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, 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 University's curriculum, as applicable; 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 or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. 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 Applied Learning Experience. Host Agency and its staff will provide such supervision of the Applied Learning Experience as is reasonable and appropriate to the circumstances and to the student's level of training.

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3. Host Agency staff will, upon request, assist University in the evaluation of the Applied Learning Experience of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.

4. Host Agency will provide for the orientation of University's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. 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 Host Agency, 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. University will define for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, 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 University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University 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 University's records is required by Host Agency to carry out the Program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to University promptly if a claim arises involving a student. Host Agency and University 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.

9. 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. Host Agency will notify University's representative in writing if such an action is required.

10. Host Agency shall identify a site coordinator from among its clinical staff who will communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the Applied Learning Experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this Agreement.

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2. 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 University and Host Agency representatives to resolve any problems or develop any improvements in the operation of the Applied Learning Experience.

3. University will provide qualified and competent individuals in adequate number for the instruction, evaluation and supervision of students using University facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. University and 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.

5. University, 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.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of University in writing if such an action is required and the reasons for such action. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. University will notify Host Agency in writing if such action is required.

D. Term and Termination

This Agreement is effective upon execution by both parties 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 assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or University for any purpose. Students will not be entitled to receive any compensation from Host Agency or University or any benefits of employment from Host Agency or University, 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 University.

F. Health Insurance Portability and Accountability Act

Students participating in the Applied Learning Experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

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.

H. Assignment

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

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile or electronic delivery (pdf) shall be treated as originals for all purposes.

J. No Special Damages

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.

K. Notices

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 follows:

To University:

Western Governors University
Attn: General Counsel
4001 South 700 East, Suite 700
Salt Lake City, UT 84107

To Host Agency:

San Benito County
Health & Human Services Agency
351 Tres Pinos Rd A202
Hollister, Ca. 95023

L. No Payments

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

M. Severability

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

N. Headlines

Headlines in this Agreement are for convenience only.

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O. Entire Agreement

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

P. Execution

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

HOST AGENCY

By: _____

By: _____

Name: Jan Jones-Schenk, BSN, MNA, NE-BC

Name: Anthony Botelho

Title: Chief Nursing Officer

Title: Chair, San Benito County Board of
Supervisors

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 9-12-18
DEPUTY COUNTY COUNSEL DATE