

THE CATHOLIC UNIVERSITY OF AMERICA

Washington, D.C. 20064

STATEMENT OF AGREEMENT

This affiliation agreement is hereby made and entered into between THE CATHOLIC UNIVERSITY OF AMERICA, 620 MICHIGAN AVENUE NE WASHINGTON D.C. 20064, on behalf of its SCHOOL OF NURSING (hereinafter "the University") and (hereinafter "The Site"), ADDRESS OF SITE: .

WHEREAS, the University is an educational institution providing a degree program in Nursing; and

WHEREAS, clinical education in the nursing care of individuals, families, and groups is a required and integral part of that degree program; and

WHEREAS, the Site possesses the facilities and professional expertise to provide clinical education to the University's students enrolled in its Nursing degree program,

NOW, THEREFORE, the following are the complete terms and conditions that the parties intend to be legally bound:

I. Duties and Responsibilities of the University

A. Administration of Program: The University shall assume responsibility for the administration of the clinical program, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours.

B. Supervision of Students' Clinical Practice: The University shall designate its own faculty qualified by training and experience to plan, oversee, and evaluate the students' clinical practice activities.

C. Dissemination of Information: The University shall inform all students and faculty of their responsibilities under this agreement including their obligation to abide by the rules and regulations of the Site.

D. Number of Students: The University shall provide the Site with the number of students to be mutually agreed upon for the days and hours mutually agreed upon.

E. Health Status: The University shall require students participating in the clinical program to meet the health requirements of the Site and/or state regulatory agency. Proof of compliance may be required before participation in the program.

F. Liability Insurance: The University shall provide and maintain bodily injury, property damage, and professional liability insurance with a minimum limit of \$1,000,000 (one million) per occurrence and an annual aggregate of \$3,000,000 (three million) per occurrence. The faculty and students of the Nursing School will be required to carry professional liability insurance in the stated amount. University agrees to provide a one year discovery period under this policy.

G. Indemnification: The University shall indemnify and hold harmless the Site and, if

applicable, the City/State, its departments, agencies, officials, employees, agents and servants against claims of liability or expense arising from willful or negligent action or omission of the University or its agents participating in this program.

H. Transportation: Students shall be responsible for their own transportation to and from placement sites.

I. Notification: The University shall notify the Site of any changes in faculty, curriculum, and policy that may affect the clinical education program.

II. Duties and Responsibilities of the Site

A. Structure of the Clinical Program: The Site shall provide facilities and nursing practice appropriate for successful completion of a clinical program. In addition, the Site shall provide learning experiences that are compatible with the mission of the University.

B. Liaison/Field Coordinator: The Site shall appoint an employee to serve as liaison/field coordinator between the Site and the University.

C. Orientation: The Site shall orient the faculty and students to the rules, regulations, and practices of the facility. Site shall also provide necessary regulatory and safety compliance training.

D. Patient Care Responsibility: The Site shall retain full responsibility for the supervision and care of all patients.

E. Reservation of Rights: The Site may reserve the right to reasonably discipline any student or faculty member who fails to comply with facility policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the Site's ability to care for patients or impairs the student from benefiting from the clinical experience. The Site shall notify the University's faculty member responsible for the student practice or the appropriate Assistant Dean or Dean.

F. Student Progress Reports: The Site shall provide the University all information requested concerning a student's clinical performance.

G. Student Records: Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Site shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law. Site shall provide written notice to University within 24 hours of any accident, illness and other event occurring at Site involving a University student. In case of an emergency involving a student, notice shall be made to the Department of Public Safety at (202) 319-5111.

H. For purposes of this agreement, the persons supervising the student at the clinical site (including staff on site) are considered school officials for purposes of The Family Educational Rights and Privacy Act. This means that the site staff and the School staff may exchange information about the student for purposes related to the training/education of the student performing the externship agreement.

I. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Site shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law or permitted to do so under the terms of this agreement. For purposes of this agreement, the supervisor on Site at the clinical placement is considered a school official under the Family Educational Rights and Privacy Act. This sentence is included to allow for the purpose of facilitating open communication between the Site and the Institution with respect to the student's performance on Site.

J. Liability: The Site shall maintain in force during the term of this agreement, bodily injury, property damage and professional liability insurance, with coverage of at least \$1,000,000 (one million) per occurrence and an annual aggregate of \$3,000,000 (three million) per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the agreement, and upon request will furnish a certificate evidencing that such insurance is in force to the University.

K. Indemnification:

a. If the Site is a state agency, it shall indemnify and hold harmless the University, its departments, officials, employees, agents and servants against claims, liabilities or expenses (including attorney's fees), arising as a result of any direct or indirect, willful or negligent action or omission of the Site or its officials, employees, agents and servants. Liability of the Site shall be limited to the provisions and limits of the Local Government Tort Act or the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d) (whichever is applicable).

b. If the Site is not a state agency, it shall indemnify and hold harmless the University, its agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Site, its agents and employees, in connection with or arising out of the activity which is the subject of this agreement.

L. Health Insurance Portability and Accountability Act (HIPAA): The parties agree to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. The site shall provide students with appropriate training regarding patient privacy and confidentiality. Such training shall satisfy the Health Insurance Portability and Accountability Act of 1996 and related regulations. The University covenants that all students will attend Hospital mandatory HIPAA training.

III. Mutual Terms and Conditions

A. Duration of Agreement: This agreement shall commence with the beginning of the academic year Fall/Spring/Summer or at another mutually agreeable date, and shall be considered renewed from academic year to academic year unless either party seeks to terminate this Agreement.

B. Termination of Agreement: The University and/or the Site may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date Thereof.

C. Modification of Agreement: All modifications, waivers, or alterations to this agreement

must be approved in writing by both parties.

D. Interpretation of the Agreement: This agreement shall be governed by the laws of the District of Columbia

E. Relationship of Parties: The University and the Site shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the University, any of its students, and the Site.

F. Nondiscrimination: Neither party to this agreement shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act.

G. Objections of Conscience: The parties agree that no student or faculty of the University will be required to participate in any procedure which is contrary to his or her religion or conscience. It is understood that means that students may not be able to participate in clinic areas where full options are discussed.

H. Background Checks: The University acknowledges that placement of each student at the Site may be contingent upon provision of a background check information dated less than two years prior to the commencement of the clinical education placement. The University uses Castle Branch (www.castlebranch.com) as the vendor that provides the background checks. This may be subject to change. The background check consists of the following screens: (a) U.S. County Criminal, (b) Residency History, (c) Social Security Verification, (d) Nationwide Sexual Offender Index, (e) Nationwide Healthcare Fraud and Abuse Scan and (f) U.S. Patriot Act.

The Site acknowledges that the University is not responsible for the accuracy of the information provided through this check and that University or vendor's provision of this information does not relieve the Site of any of its legal obligations related to these background checks. The Site understands and agrees that any information forwarded to it by the University or Vendor shall be held in strict confidentiality, with access only by those with a need to know. If the Site obtains information directly from the Vendor, the Site agrees that it will only access information on the student working at the Site, and will not access data on any other students in the event such data is visible. Once the student has successfully completed his or her internship at the site, any negative criminal background information received from the University or the Vendor shall be deleted. The University does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Site. The University will not indemnify the Site for failure to perform any background checks required of the Site by state law.

I. Reservation of Rights: Both parties reserve the right to withhold placement of nursing students for good reason, including the availability of adequate facilities and personnel to provide satisfactory work.

J. Entire Agreement: This agreement represents the complete understanding between the University and the Site. It shall supercede prior oral or written understandings and promises relating to this subject matter.

IV. Authorization

THE CATHOLIC UNIVERSITY OF AMERICA

SITE:

Patricia C. McMullen, PhD, JD, CRNP, FAANP, FAAN
Dean, Conway School of Nursing

Date

Signature

Date

Date

Name (please print)

Title