UNIVERSITY OF CINCINNATI
ON BEHALF OF THE COLLEGE OF NURSING

DISTANCE LEARNING EDUCATIONAL AFFILIATION AGREEMENT

THIS AGREEMENT, entered into between the UNIVERSITY OF CINCINNATI on behalf of the College of Nursing, hereinafter referred to as the "School," and __________________________________________ hereinafter referred to as the "Agency," shall govern the use of the Agency's facilities by the faculty and students of the School.

WHEREAS, it is to the mutual benefit of the Agency and the School to cooperate in educational programs using the facilities of the Agency, and WHEREAS, it is in the best interests of the parties to jointly plan for the organization, administration and operation of the educational programs,

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

ARTICLE I - SCHOOL RESPONSIBILITIES

A. The School agrees to assign only students who are in good standing and for whom the School has on record:

(1) documentation that the student is free of communicable diseases, including results of a 2-step Mantoux tuberculin test;

(2) current immunizations; and

(3) evidence of at least basic life support certification in cardiopulmonary resuscitation. The certification card must show inclusive dates.

B. Students of the School will not be reimbursed for services rendered to the Agency during the course of the educational program and will not be considered as employees of the Agency while participating in the program.

C. The standards and philosophy of education, the instruction, and preparation of all instructional schedules and plans, including hours of clinical experience, shall be the responsibility of the School. These standards and plans shall be made available to the authorized Agency personnel.

D. The School shall insure the School and its employees, students, agents and volunteers while acting on the School's behalf through a comprehensive program of self-insurance. Evidence
of this insurance shall be provided to the Agency upon the Agency's request. If employees of the School will be in the Agency with students during the affiliation experience, the School shall provide, upon request, evidence of Workers' Compensation insurance covering its employees.

E. The School shall make all reasonable effort to assure that the students comply with the Agency policies and procedures; provided, that the Agency first orients the School’s students in such policies and procedures.

F. The School shall inform students that Agency requires access to students' education, training, prior experience, levels of competency and such other information. The School shall make reasonable efforts to obtain from students authorization to release such records.

G. The School shall ensure that all students involved in the educational program at the Agency will receive training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the facilities of the Agency. The School will present proof of such training to the Agency upon request.

H. Conducting criminal background checks on students assigned to Agency:

(1) If requested by Agency, student shall be responsible for completion of a criminal background check conforming to specific criteria Agency provides to School. The student will submit the results of the criminal background check to School.

(2) Upon receipt of the student’s criminal background check results, School will:

a. provide the results of the criminal background check to Agency after School obtains Student’s consent to do so, or

b. compare the criminal background check results against a list, provided by Agency, of specific crimes that would prevent a student from being placed with Agency. School will not send to the Agency any student whose criminal background check shows the student has been convicted of, pled guilty to, or pled no contest to any crime on the provided list. If the University has any question regarding whether a crime listed on a student’s criminal background check would prevent the student from working in the Agency, the background check will be submitted to the Agency for its review after the University obtains student’s consent to do so.
ARTICLE II - AGENCY RESPONSIBILITIES

A. The Agency controls the Agency's administrative and professional operations and the direct or indirect care of the Agency's patients.

B. The School shall be informed regarding changes in clinical facilities, which may affect the clinical experience of the School's students.

C. The Agency shall ensure emergency care is provided to students for any accident, injury or illness. The student's health insurance shall be billed for any emergency service, and the balance billed to the student. Responsibility for follow-up care remains the responsibility of the student.

D. The Agency shall provide information regarding each student's performance in the clinical setting if so requested by the School.

E. When in the opinion of the Agency, a student's conduct or performance adversely affects patient care, disrupts the operations of the Agency, or violates the policies and procedures of the Agency, the Agency shall notify the School and the School and the Agency shall together determine whether the student should be removed from the clinical rotation at the Agency.

F. The Agency shall provide access at reasonable times and with reasonable advance notice to representatives of the School and to representatives of the School's accrediting bodies.

G. The Agency will protect student confidential information and education records from disclosure agrees to abide by all applicable law, including but not limited to, the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. & 1232 (g), and the Health Insurance Portability and Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. Agency further agrees to be liable for, and report any breach of such confidential student information or educational records to the College within five (5) days of determining such a breach.

H. Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student education records received from, or on behalf of School or its students. The procedures will be documented and available for School to review upon request. Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall securely store or destroy student education records in accordance with its own human resource retention policies.

I. Agency will be responsible for enforcement of its HIPAA policies and procedures and compliance by School’s students. School’s students will be functioning as part of the Agency’s workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Agency’s HIPAA policies and procedures.
J. The Agency shall insure itself and its employees through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability.

ARTICLE III - JOINT RESPONSIBILITIES

A. Both the Agency and the School shall designate liaison personnel to assure systematic planning and the exchange of information regarding the students' clinical experience.

B. The School and the Agency agree that, in the event that either becomes aware of a claim asserted by any person arising out of this agreement or any activity carried out under this agreement, the parties shall cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses.

C. The maximum number of students assigned to the Agency during any instructional period shall be established by mutual agreement thirty (30) days in advance of any student's clinical affiliation with the Agency. The Agency reserves the right to limit the number of students it accepts for affiliation.

D. When Agency staff serve as preceptors supervising students’ clinical experiences the preceptors: 1) May not supervise more than two students at any one time and 2) implements the clinical education plan at the direction of a faculty member participating in the course in which the student is enrolled. Preceptors and roles and responsibilities of the preceptors and faculty are mutually agreed upon by the agency and the college.

E. Where areas of difference exist or occur in rules, regulations, or questions of nursing, clinical, medical or other Agency practices, the Agency rules, regulation or practices shall prevail and such conflict shall be referred to School and Agency liaison personnel.

F. The parties agree that there shall be no discrimination based on race, color, religion, national origin, sex, sex orientation, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era.

G. This agreement shall become effective as of _________________, and shall continue in effect for five years from the effective date with the understanding that this agreement may be reviewed annually and revised, if necessary. The contract can be terminated at the will of either party hereto upon giving the other party no less than ninety (90) days written notice of the party's intention to terminate. All students involved in the clinical experience at the time of termination shall be permitted to complete the current term.

ARTICLE IV - NOTICES

Notice to School shall be in writing and sent by United States regular mail, postage prepaid, to:

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ARTICLE V – PRECEPTOR RESPONSIBILITIES

1. Orient the student to the agency’s physical facilities, policies, procedures and the role the student will assume.

2. Provide supervision for assigned student in the clinical area.

3. Implement the clinical education plan at the direction of the faculty member responsible for the course in which the student is enrolled.

4. Facilitate and guide the clinical experiences of the student (i.e., assess learning experiences available, arrange for alternative experiences or use of resources, assess student’s preparation for clinical assignment, including medications, pathophysiology or diagnoses, etc.).

5. Maintain communication with the assigned faculty member. Notify faculty immediately of any concerns regarding the student’s performance.

6. Meet frequently for informal conferences with the student. Provide student and faculty with feedback related to performance.

7. Provide ongoing and final evaluations of clinical performance to both the student and the faculty advisor.

8. Participate in an overall evaluation of the preceptor guided experience.

9. Serve as a professional role model immediately available to the student within the clinical setting.
10. The preceptor may not supervise any more than two students at any one time.

IN WITNESS WHEREOF, we have hereunto set our hands.

UNIVERSITY OF CINCINNATI
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

________________________________
AGENCY
By: ____________________________   By: ____________________________
Name: __________________________   Name: __________________________
Title: __________________________   Title: __________________________
Date: __________________________   Date: __________________________

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