AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF COMMUNITY-BASED CLINICAL FACILITIES FOR THE EDUCATION OF NURSING STUDENTS

between

LAMAR UNIVERSITY

and

«ORGANIZATION»

OCTOBER 14, 2011
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AFFILIATION AGREEMENT
between
THE JOANNE GAY DISHMAN DEPARTMENT OF NURSING
COLLEGE OF ARTS AND SCIENCES
LAMAR UNIVERSITY
and
«ORGANIZATION»
The following Affiliation Agreement is entered into between Lamar University, Beaumont, Texas, for and on behalf of the JoAnne Gay Dishman Department of Nursing, College of Arts and Sciences, hereinafter referred to as the "University," and «Organization», hereinafter referred to as the "Clinical Affiliate," for the mutual benefit of both parties, to accept the responsibilities and duties stated herein.

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the Department of Nursing is and shall be the responsibility of, and shall be carried out under the direction of personnel of the Department of Nursing at the University.

2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel at the Clinical Affiliate.

3. It is mutually agreed that clinical experiences for students enrolled in programs in the Department of Nursing will be provided at the Clinical Affiliate.

4. It is mutually agreed that University faculty will select and assign learning experiences for students, and will further provide for teaching, evaluation, overall supervision, and record keeping of students. Faculty members will adhere to policies as agreed upon by the two parties and will assume responsibility for student’s adherence to policies mutually agreed upon. Faculty members will cooperate with Clinical Affiliate personnel in determining needs of patients/clients who are assigned to students.

5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.

6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate.

7. It is mutually agreed that withdrawal of a student or faculty from a Clinical Affiliate can be requested by the Clinical Affiliate, by stating in writing the desire to have the student/faculty withdrawn. The written statement should be given to the Department Head for review and referral to appropriate bodies. Only the University can dismiss a student from an educational program.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

9. It is mutually agreed that Lamar will comply with all regulatory and accreditation agency standards.

II.

To carry out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
   a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
   b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
   c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
   d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The University representative will provide parties with:
   a. Names of students;
   b. Name(s) of faculty;
   c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
   d. Other required information on an “as needed” basis to meet Clinical Facility security requirements, such as: driver’s license number, social security number, birth date, etc.

3. Assist with or contribute to Clinical Affiliate educational activities when requested, given that student-related responsibilities allow.

4. Provide for, arrange and/or encourage Clinical Affiliate personnel participation in selected evaluation programs.

5. The individual student is responsible for equipment damaged or broken due to the student’s negligence.
6. Institute shall require all students, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign a Statement of Confidentiality.

III.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Nursing for the purpose of clinical education.

2. Maintain approval by the appropriate state and/or properly designated accrediting body, and inform the University of any changes in that approval.

3. Inform the University, and participate in joint planning to the extent possible, prior to accepting nursing students from any other institutions, or other units within the University.

4. Provide, to the extent possible, conference rooms for student education, office space for faculty, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.

5. Allow students and faculty access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

6. Provide to the extent possible initial emergency care in case of accidents including needle sticks to students or faculty participating in regularly scheduled laboratory periods.

7. Charge no fees for clinical laboratory practice.

8. Assume legal responsibility for the performance of University students who work for compensation as employees of the Clinical Affiliate.

IV.

TERMS OF AGREEMENT:

Only Insofar as it is authorized by law to do so, the University agrees to hold the Clinical Affiliate harmless from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from the use by the University of the Clinical Affiliate.

Nothing in this Affiliation Agreement is to be construed as transferring financial responsibility from one party to another.

The terms of this Agreement may be modified upon mutual consent of the parties.
Plans to initiate termination of the Agreement may be instituted by either party upon no less than thirty days written notice by mail. The plans for termination must include specific procedures to assure that there will be no adverse effect to the rights and privileges of students actually enrolled in the program, as long as they are making normal progress toward completion.

Annual review of the Agreement will be made.

FOR THE UNIVERSITY:  
FOR «ORGANIZATION»:

Dr. Steve Doblin  
Provost and VPAA Lamar University  

Robert Lovitt  
Vice President, Finance & Operations  

Dr. Brenda Nichols  
Dean, College of Arts and Sciences  

Chief Administrator  

Client Services Administrator  

Dr. Eileen Dejes Curl  
Chair, Dishman Department of Nursing  
Approved by University Administration  
M. Ferguson 3-1-00