



This Affiliation Agreement is dated **DATE** between
Nightingale College, LLC (“College”)
and
FACILITY

THIS AGREEMENT is entered into by and between **FACILITY**, herein called “**Facility,**” and
Nightingale College, herein called “**School.**”

BENEFITS:

SCHOOL has associate degree registered nursing program, which train students, herein called “students”, for a variety of health care settings. Such programs require field experience and use of clinical facilities.

FACILITY can provide an appropriate facility or facilities for such RN clinical training and desires to participate in such training.

It is to the benefit of students that they be permitted to use the facilities of **FACILITY** for their clinical learning experience.

It is to the benefit of **FACILITY** to participate in the education of the future supply of qualified registered nursing professionals for itself, the surrounding communities, and the State of Utah. This affiliation permits **FACILITY** to more fully utilize and develop its teaching capabilities and resources.

THEREFORE, IT IS AGREED THAT:

1. **General Information**
 - a. Both **FACILITY** and **SCHOOL** agree not to discriminate in the selection or acceptance of any student pursuant to this Agreement race, color, sex, sexual orientation, religion, age, veteran’s status, marital status, and ethnic background. These policies are aligned with the Civil Rights Act of 1964, related to Executive Order 11246 and 11357; Title IV of the Education Amendments Act of 1972; Section 402 of the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; and all civil laws of the State of Utah.
 - b. Acceptance into training programs offered by **FACILITY** does not denote any promise of future employment.
 - c. Each student participating under the terms of this Agreement shall be enrolled at **SCHOOL**.
 - d. Students will be subject to the established policies, rules, and regulations while participating in clinical events at **FACILITY**.



- e. **FACILITY** and **SCHOOL** each reserve the right to refuse to accept or refuse assignment of any student participating under the terms of this Agreement with or without cause, with or without notice, and feedback will be provided to the affected institution.
- f. Students needing medical or surgical care resulting from activities within the terms of this Agreement will be referred back to **SCHOOL** for direction. For non-work-related injuries **FACILITY** shall hold each student responsible for reimbursing **FACILITY** for all emergent and non-emergent medical and surgical services provided to that student.

2. Performance

FACILITY will:

- a. Designate a staff member to coordinate students' schedules and activities at the facility, and to act as a liaison with **SCHOOL**. The name of **FACILITY** Program Coordinator shall be provided to **SCHOOL's** Program Coordinator.
- b. Provide students with field experience and observational opportunities at **FACILITY**. Students will be assigned to facilities, which are able to utilize students from their program of training. Students shall be supervised by a designated staff member while at the facilities.
- c. Not decrease the normal complement of its staff as a result of the assignment of students.
- d. Limit the number of students, have final selection rights, and provide periodic evaluations and progress to **SCHOOL** on each student.
- e. Permit **FACILITY** to be inspected by appropriate accrediting, regulatory, and licensing agencies insofar as such inspection is necessary for approval or accreditation of the **SCHOOL** program.
- f. Allow students to wear their **SCHOOL** identification badge and/or will provide an identification badge if one of their own is required. **FACILITY** may hold a student responsible for paying for a badge's replacement if it is misplaced.
- g. Require students to provide their own transportation, meals, uniforms, and housing at their own expense.
- h. Shall provide to students appropriate orientation to rules and regulations governing **FACILITY**.
- i. Assign students to learning events and to clinical stations, which will provide experiences consistent with the purposes of their academic program and student learning objectives.

3. **SCHOOL** Performance

SCHOOL will:



- a. Designate a staff member to coordinate student schedules and activities at **FACILITY** facilities, and to act as liaison with the **FACILITY** Program Coordinator.
- b. Provide the names of students to be assigned to **FACILITY** Program Coordinator sufficiently in advance of the start of each rotation for the scheduling of students. **SCHOOL** shall assign only properly prepared and qualified students to **FACILITY**. Student schedules shall be mutually determined by **SCHOOL** and **FACILITY** Program Coordinator.
- c. Provide certification that each student has been screened and immunized as appropriate, against those communicable diseases as determined by the **FACILITY** employment requirements including, but not limited to: rubella, rubeola, and tuberculosis.
- d. Require its students to conform to all established policies and procedures of **FACILITY**, maintain patient confidentiality, conform to any established dress policy, and be responsible for their own laundry.
- e. Inform each student that he/she shall not drive on behalf of the facility, transport patients by automobile, or in any way use vehicles in the course and scope of the terms of this Agreement.
- f. Inform each student of each provision of this Agreement, and make its best efforts to assure that each student understands and complies with each provision of this Agreement.
- g. Ensure that CPR certifications are current while students are in clinical rotations at **FACILITY**.
- h. Cover all students under **SCHOOL** student malpractice and umbrella insurance policies.
- i. Perform background checks on every student assigned to clinical rotations at **FACILITY**.

4. Financial Obligation

- a. Neither party has any financial obligations to the other party under the terms of this agreement.
- b. Participants will pay no tuition or course fee to **FACILITY**.
- c. Each party shall, at its sole cost and expense, insure its activities in connection with this Agreement and obtain, keep in force, and maintain a Comprehensive or Commercial Form of General Liability Insurance or an equivalent program of self-insurance.



- d. The **SCHOOL** will provide to **FACILITY** a copy of the general liability policy outlining the limits of liability for each occurrence (\$1,000,000) and for each aggregate (\$3,000,000) respectively.
- e. **SCHOOL** will provide students coverage under its umbrella insurance policy to cover students' participation in any **SCHOOL** educational health care program pursuant to the option granted in C.R.S. 8-40-202(1)(a)(IV).
- f. The parties shall defend, indemnify and hold one another, their officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement; but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students, or agents.

5. Student Status

In reference to Worker's Compensation Insurance, it is understood that:

- a. **FACILITY** and **SCHOOL** are responsible only for the actions of their respective officers, agents, employees, and students.
- b. Students assigned to **FACILITY** facilities are not employees of **FACILITY** or members of the organized staff.
- c. **FACILITY** does not assume any liability as a result of damages or injuries, which arise from students traveling to or from the facility.

6. Period of Agreement

This agreement becomes effective upon final execution and shall continue in effect for an indefinite period of time subject to termination by either party.

7. Termination

This agreement may be terminated without cause by either **FACILITY** or **SCHOOL** at any time upon giving three months advance written notice to the other party.

8. Notices

All notices required or authorized by this agreement shall be in writing and sent by certified or registered mail, return receipt requested and addressed as follows:

If to **FACILITY**: _____ Administrator or Designee(s)

_____, _____, _____ Facility

_____, _____, _____ Address

_____, _____, _____ City, ST Zip



If to **SCHOOL:** Community and Clinical Partnerships Coordinator
Nightingale College
4155 Harrison Blvd., Suite 100
Ogden, UT 84403

9. Amendments of Addenda
Additions to this original agreement may be made by properly executed written amendments or addenda only.

10. Entire Agreement
This agreement consists of five (5) pages and is the entire agreement. Except as otherwise provided herein, this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with regard to the subject matter hereof, and no other agreement, which is not contained herein, shall be valid and binding.

11. Signatures and Approvals

FOR: _____

FOR: NIGHTINGALE COLLEGE

Facility Representative

College Representative

Date

Date