

AFFILIATION AGREEMENT

This Agreement between Loyola University New Orleans School of Nursing, 6363 St. Charles Avenue, New Orleans, Louisiana, 70118 (*University*) and _____, _____ (*Facility*) (each individually a "*Party*" and collectively the "*Parties*"), takes effect on the last date signed below ("*Effective Date*").

Background

- University's School of Nursing has students having a need for nursing experience ("*Students*").
- University offers Students an educational program to provide nursing experience ("*Program*").
- *FACILITY* operates an institution that provides nursing experiences for students enrolled in healthcare programs.
- The Parties desire to establish and implement a means to coordinate Program activities at *FACILITY*'s facilities between *FACILITY*'s personnel, Students and applicable University personnel.

Agreement

The Parties agree as follows:

- I. **SCOPE.** *FACILITY* authorizes University to assign Students to assignments at *FACILITY*'s facility to obtain learning experiences in nursing practice under the Program. *FACILITY* has discretion to assign Students to professional staff practicing at *FACILITY* to obtain learning experiences.
- II. **PAYMENT.**
 - A. Only As Specified. Under this Agreement, neither Party is obligated to make any payment of any kind to the other Party.
 - B. No Duty to Compensate Students. The Parties consider any service that any Student renders applicable to this Agreement to be educational in nature. Neither *FACILITY* nor any patient has a duty to pay any monetary compensation to any Student. Nothing in this Agreement's signing or performance establishes an employer-employee, agency, partnership or joint venture relationship among the University, the *FACILITY*, and the Students.
- III. **TERM AND TERMINATION.**
 - A. Term. This Agreement has a two-year term, unless terminated under this Article.
 - B. Termination. Either Party has a right to terminate this Agreement for any reason upon sixty days' written notice. If either Party provides a termination notice, any Student assigned to the *FACILITY* is allowed to complete any previously-scheduled clinical assignment then in progress at *FACILITY*.

C. University must direct any termination notice to the FACILITY at:

Attn: _____

D. FACILITY must direct any termination notice to the University at:

Office of Government and Legal Affairs
Loyola University New Orleans
Campus Box 9
New Orleans, Louisiana 70118

IV. UNIVERSITY RESPONSIBILITIES.

A. Instruction. After consulting with each appropriate FACILITY representative, University must:

1. plan and conduct the Program; and
2. provide FACILITY with discipline-specific goals and objectives for the Program.

B. Coordination. University may provide reasonable opportunities for the FACILITY to participate in:

1. joint planning and evaluation of Student experiences; and
2. developing Student schedules.

C. Selection. University must select each Student for the Program, assigning only Students who satisfactorily have completed any University prerequisites for Program participation.

D. Notice.

1. *Required Information*. University must provide FACILITY advance information concerning names of applicable Students, dates, and times to allow FACILITY time and opportunity reasonably to accommodate the Program.
2. *Student Privacy*. "FERPA" means the Family Educational Rights and Privacy Act. FACILITY acknowledges that because many Student educational records are protected by FERPA, University must obtain each Student's permission before releasing specific Student data to anyone other than University. University must provide guidance to FACILITY with respect to complying with FERPA.

E. FACILITY's Authority. "Faculty" means any University personnel applicable to the Program. University must inform and explain to Faculty and each Student that during the Program at FACILITY, the Student is:

1. under the jurisdiction of FACILITY officials for training purposes;
2. subject to the responsibility and authority of the FACILITY's nursing, medical, and administrative staff over patient care and FACILITY administration;
3. required to follow FACILITY rules and procedures relating to patient care and confidentiality of patients' records; and

4. required to follow each FACILITY rule or procedure to the extent that it relates directly to:
 - a. Program education and training; and
 - b. patient safety.
- F. Insurance. University will:
 1. carry professional liability insurance (limits \$1,000,000/\$3,000,000) for each STUDENT while participating in any clinical experience at the FACILITY; and
 2. upon FACILITY's request, SCHOOL shall provide to FACILITY proof of insurance for student before beginning any Program affiliation rotation.
- G. **Precautionary Measures.** **If required by Facility, student must provide necessary assurance or evidence of acceptable health levels. University is not responsible to guarantee health status of student.**
- H. **Confidentiality.** University must instruct each Student and any Faculty regarding the confidentiality of patient and FACILITY records.
- I. **Faculty Access.** University must designate in writing to FACILITY a Faculty member to coordinate the Students' educational experiences in conjunction with the Facility preceptor. Faculty has a right to visit FACILITY while Students are participating in any clinical experience.
- J. **Dismissal.**
 1. *By University.* University must determine an appropriate course of action if University or FACILITY determines a Student to be unacceptable for the Program. University must withdraw a Student from the Program at the FACILITY if - after consultation with FACILITY - University determines withdrawal to be warranted. University must notify FACILITY in writing of any withdrawal.
 2. *By FACILITY.* FACILITY retains discretion to remove a Student from the Program at FACILITY if FACILITY determines the removal to be in the best interests of FACILITY or FACILITY patients.
- K. **Nonemployment.** **For the purposes of the Practicum only,** University must ensure that each Student participating under the Agreement understands and affirms that the Student is not:
 1. **FACILITY's employee during the practicum hours and course obligations for any purpose; or**
 2. **entitled to any compensation, or fringe benefit, workers' compensation, or unemployment compensation from the FACILITY, based upon meeting the Practicum course objectives, or time in the Facility dedicated to the Practicum experience.**
- V. **FACILITY RESPONSIBILITIES.**
 - A. **Learning Environment.** FACILITY must provide Students a suitable environment for learning experiences that are planned, organized, and administered by qualified staff in

conjunction with designated University personnel, in accordance with mutually accepted educational objectives and guidelines.

- B. Student is responsible to contact a Facility preceptor, who is responsible to facilitate student in meeting practicum objectives. Facility is responsible to accommodate the preceptor in meeting the student's approved program objectives.
- C. Ancillary Access. FACILITY must provide to Students and Faculty the use of FACILITY's cafeteria, conference rooms, dressing rooms and library as available and as required by the Program and without charge except for food consumed by the participants.
- D. Emergency Treatment. FACILITY must provide or arrange for emergency treatment - at the Students' expense – upon any accident or illness to any Student while at the FACILITY for the Program.
- E. Facilities Access. FACILITY must provide access to any FACILITY facilities, equipment, or supplies that are:
 - 1. necessary to achieve the Program's objectives; or
 - 2. required under applicable law or regulations.
- F. Dismissal.
 - 1. *Basis*. FACILITY has discretion to request University immediately to withdraw from FACILITY any Student whose clinical performance, conduct, or health is unsatisfactory, objectionable, or detrimental to FACILITY's patient care or the proper administration:
 - a. after consultation with University; and
 - b. subject to Article VII's non-discrimination provisions.
 - 2. *Procedure*. To assist University in its due process obligations to any Student excluded or withdrawn from the Program, FACILITY must provide a written statement of the reason or reasons for the withdrawal or exclusion. The University must respond to each request within two business days. FACILITY must direct any withdrawal request to:

**Dean, College of Nursing and Health
Loyola University New Orleans
Campus Box 45
6363 St. Charles Avenue
New Orleans, Louisiana 70118**
- G. Legal Compliance. FACILITY must comply with each applicable federal, state or municipal law, ordinance, rule or regulation, and certify that compliance upon University's request.

- H. Accreditation. FACILITY must comply with any applicable accreditation authority's requirements. FACILITY as needed must permit any authority responsible for accrediting University's curriculum to inspect FACILITY's facilities, services or other items.
 - I. Insurance. FACILITY agrees to provide assurance of commercial general liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
 - J. Indemnification. FACILITY agrees to defend and hold University harmless from legal liability resulting solely from negligent acts on the part of FACILITY.
 - K. Orientation. FACILITY agrees to provide the orientation it deems necessary, administrative policies and procedures, and other information deemed essential to the conduct of the clinical experience.
- VI. **LIABILITY**. To the extent authorized by the Constitution and laws of the State of Louisiana, each Party accepts responsibility and assumes liability for only any injury to persons or property arising out of or caused by:
- A. its own acts, errors or omissions; and
 - B. those of its respective employees, agents, officers, directors, and trustees in performing their duties and obligations contemplated in the Agreement.
- VII. **NON-DISCRIMINATION**. Each Party is separately responsible to comply with any antidiscrimination law that applies to the Party's activities under this Program. Neither Party has a right unlawfully to discriminate against any Student in the Program.
- VIII. **DISPUTE RESOLUTION**. The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by mediation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses.
- IX. **ASSIGNMENT**. The Party recognize that this agreement is based upon the skill and expertise of the Party and therefore agree that the agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other Party, except as expressly allowed by this agreement.
- X. **AUTHORITY**. The person signing below on behalf of University and *FACILITY* warrant that he/she has the authority to execute this agreement according to its terms on behalf of University and *FACILITY*.
- XI. **BINDING ON SUCCESSORS**. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Party hereto.
- XII. **ENTIRE AGREEMENT**. This agreement constitutes the entire agreement and supercedes all prior or contemporaneous agreements, whether written or oral, between the Parties. Verbal representations not contained herein shall not be binding on either Party unless acknowledged by them in writing.

- XIII. **FORCE MAJEURE.** In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, University may terminate this agreement by written notice following such casualty and University shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of University.
- XIV. **LEGAL CONSTRUCTION/SEVERABILITY.** In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
- XV. **NON-WAIVER.** No covenant or condition of this Agreement may be waived except by written consent of the waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.
- XVI. **NOTICES.** Any notice given under this agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Party as they appear herein. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Signed:

(FACILITY)

LOYOLA UNIVERSITY NEW ORLEANS

By: _____
Title: _____
Date: _____

By: Dr. David B. Borofsky
Title: Interim Provost/VP, Academic Affairs
Date: _____

By: Dr. Laurie Anne Ferguson
Title: Dean, College of Nursing & Health
Date: _____

(GLA revised 1.9.18)