

COMMUNITY COLLEGE SYSTEM of NEW HAMPSHIRE

NASHUA
(campus)

Affiliation Agreement

This agreement, dated _____, is between Nashua Community College, herein after referred to as the "College", and _____, hereinafter referred to as the "Agency".

Whereas the Agency and the College are mutually desirous of providing for the establishment, direction, and the operation of a clinical affiliation to assist the College in their training courses and which will enable the College to graduate students qualified to enter the employment market in a profession in which the Agency has, or may have need, the parties agree as follows:

In consideration of the mutual promises, covenants, and undertakings hereinafter set forth, the parties agree as follows:

1. This agreement shall be effective for two years beginning on _____, and shall be deemed automatically renewed for each subsequent biennial period unless otherwise terminated by either party.
2. The College and the Agency shall agree to the approximate number of students to be assigned for clinical training in the Agency for each program included under this agreement. The program included in this agreement at this time is the Associate of Science in Nursing Program.

Specific requirements of each individual clinical or internship program are attached as Appendix A to this agreement. Programs may be added to this agreement by completion of an Appendix A for the additional program, which shall indicate under "Additional Terms" that it incorporates this agreement.

3. The terms and provisions of this agreement shall apply to all students registered in any program at the College assigned to a clinical or internship program at the Agency.
4. The dates, days, and hours on which the facilities and resources of the Agency may be used shall be determined by the appropriate representative of the College, in consultation with the appropriate officer of the Agency, and mutually agreed upon.
5. The parties shall observe all applicable laws in regards to discrimination on the basis of age, sex, race, creed, color, marital status, familial status, physical or mental disabilities, national origin, religion, veteran status or sexual orientation.
6. The Agency shall:
 - A. Provide practice, learning and observation opportunities detailed in the clinical objectives attached hereto (Appendix A).
 - B. Retain full and final responsibility for the provision and supervision of patient care or client responsibility.
 - C. Allow the sharing of patient or client records with the College faculty and students on patients or clients selected for student learning experiences. College faculty and students agree to abide by the Agency's policies regarding confidentiality and for purposes of the Agency's confidentiality policy shall be considered members of the Agency's staff.

- D. Recommend individuals of the Agency to act as clinical supervisors for students in the absence of direct (in person) supervision from the College. Preceptors shall meet the requirements set forth in Appendix A.
 - E. Provide appropriate space and/or lockers for the students and faculty from the College to secure personal belongings.
 - F. Provide appropriate space for conferences relating to this affiliation.
 - G. Allow students and faculty to use the Agency library or research facilities if applicable.
 - H. Allow students and faculty, at their own expense to use the cafeteria, snack bar and/or kitchen facilities of the Agency.
 - I. Provide emergency medical care to College faculty or students, at their own expense, should they become ill or injured while at the Agency. The Agency does not assume any financial responsibility for the students in any way. Students are required to maintain health insurance covering accidental injury and sickness.
 - J. Provide time and opportunity for the orientation of the College faculty and students to the Agency, its facilities, and its policies. The Agency shall provide a written copy of policies that it expects faculty and students to observe to the faculty and students.
 - K. Have the right to request the withdrawal of any College faculty or student's affiliation by providing a written statement of the conduct on the part of the College faculty or student that violates the Agency rules or in any way jeopardizes the patients, clients or staff of the Agency.
 - L. Allow the affiliated students to make up excused absences from the Agency, if appropriate.
 - M. Allow students, whenever feasible, to participate in special functions or training as available.
 - N. Advise the College of anticipated changes in Agency policies and procedures that affect the student's program, within a reasonable time prior to such changes taking effect.
 - O. Provide student and faculty identification for use within the facility if required by the Agency.
7. The College shall:
- A. Assume and have full responsibility for development, organization, and implementation of the educational program at the Agency, including administration, programming, curriculum content and student evaluation.
 - B. Provide for selection, instruction, supervision, testing, guidance and counseling of all students assigned to the Agency for clinical experience, unless the Agency has assumed any responsibility under Section 6, D or in specific and selected instances, other provisions are agreed upon.
 - C. Arrange the days and hours of practice and teaching of students in cooperative agreement with other educational affiliates, if present, and in accordance with the school calendar. Such information shall be shared with the appropriate designated Agency representative in advance.

- D. Provide time and opportunity for orientation of Agency personnel to the clinical programs of the College.
 - E. Conform to the rules and regulations of the Agency in relation to the activities of the College students and faculty while at the Agency. The College will provide any OSHA required training for faculty and students directly involved in patient or client care. College faculty and students agree to abide by the Agency's policies regarding confidentiality and for purposes of the Agency's confidentiality policy shall be considered members of the Agency's staff.
 - F. Require College students and faculty to provide personal transportation to and from the Agency, and to park personal vehicles in such parking areas as may be designated by the agency.
 - G. Oversee the students' clinical activities in relation to the time they spend in specific areas of experience at the agency.
 - H. Require students to carry health insurance covering accidental injury and sickness.
 - I. Require students and faculty to have health examination and such other medical examinations and protective measures as the Agency and College mutually agree to be necessary.
 - J. Keep records of all student and faculty health related matters to the extent required under subsection I above and the subsections in Appendix A.
 - K. Require and provide to the Agency proof of student professional liability (malpractice) insurance, 1 million per incident/3 million aggregate.
8. The Agency Clinical Supervisor and/or department heads of the areas of affiliation and the faculty of the College will meet periodically and/or at the request of either department for the purpose of evaluating the progress and effectiveness of clinical instruction and for the purpose of promoting mutually satisfactory relationships.
9. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent servant, employee, partnership, joint venture, or association between the Agency and the College or the faculty and students of the College, but is an agreement by and between two independent contractors.
10. This agreement is intended to constitute a prior written request under RSA 188-F: 19 which provides:

Any person who, or any firm or corporation which donates the use of its premises, personnel or equipment to the Community College System of New Hampshire to assist it in its training courses shall be immune from civil liability in any action brought on the basis of any act or omission resulting in damage or injury arising out of the use by the Community College System of New Hampshire of the equipment, facilities, or services to any person if:

- I. The person, firm or corporation was acting pursuant to a prior written request or acceptance by the Chancellor of the Community College System of New Hampshire and
- II. The damage or injury was not caused by willful, wanton, or grossly negligent misconduct by the person, firm or corporation.

11. INSURANCE:

- A. College will maintain third party professional liability coverage as well as commercial general liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. College will provide Agency with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement.
- B. Agency will maintain third party professional liability coverage and commercial general liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Agency will provide a certificate of insurance which will be attached to this agreement. Agency covenants to keep the required insurance in force and effect through the term of this agreement.

12. INDEMNIFICATION:

- A. College will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates and representatives of and from any and all third party claims, damage or loss, excluding attorney fees, resulting from College's execution of this Agreement provided that any such claim damage or loss is solely attributable to the wrongful conduct of College and is one for which College is insured under its then current program of insurance. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Agency arising solely out of Agency's own negligence or intentional conduct.
- B. Agency will save, defend, indemnify and hold harmless College, its officers, employees, agents, affiliates and representatives of and from any and all third party claims, damage or loss, excluding attorney fees, resulting from Agency's execution of this Agreement provided that any such claim damage or loss is attributable to the wrongful conduct of Agency and is one for which Agency is insured under its then current program of insurance. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against College arising solely out of College's own negligence or intentional conduct.

13. Changes in the conditions of this agreement shall be made only after consultation between the appropriate persons of the College and Agency, and agreed upon at least six (6) months in advance of the effective date of such change.

- A. This six (6) months period may be waived by mutual agreement.

14. It is understood and agreed that this agreement may be terminated by either party without cause upon giving written sixty (60) days' notice to the other party by registered mail at the address hereinafter set forth. Such termination shall not become effective until all students enrolled at the time of the termination have fully completed their scheduled assignments.

15. Notices regarding this agreement shall be given to the parties as follows:

- A. Notice to Agency:

B. Notice to College: Jeanne Hayes EdD, M.S., R.N., C.N.E.
Director, Department of Nursing
Nashua Community College
505 Amherst Street
Nashua, New Hampshire 03063

16. This agreement is governed by and construed and enforced in accordance with the laws of New Hampshire.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties.

Nashua Community College

(Agency Name)

(signature) Lucille Jordan, President

(signature)
(Title)

Date: _____

Date: _____

(signature) Jeanne Hayes EdD, M.S., R.N., C.N.E.
Chair, Nursing Department

(signature)
(Title)

Date: _____

Date: _____

APPENDIX A (Clinical Contract)
(Program - specific rider for each clinical program)

This appendix supplements but does not supersede the affiliation agreement.

1. The College shall:
 - A. Provide to (Agency Name) evidence in the form of a letter identifying all students who are expected to participate in learning activities at (Agency Name).
 - B. Assure the (Agency Name) that all students have provided evidence of the following to the College:
 - Satisfactory background check
 - Personal health insurance
 - Professional liability insurance
 - Current CPR for the Professional Rescuer
 - Immunity to measles, mumps, rubella, varicella, and Hepatitis B
 - Mantoux testing
 - Recent physical exam
 - Signed Confidentiality Statement
2. The Agency shall:

Provide sites and personnel to facilitate the students' clinical experience, and in consultation with Nashua Community College faculty, develop the clinical experience to include learning opportunities that may be agreed upon between NCC Faculty and Agency staff.

Nashua Community College

(Agency Name)

(signature) Lucille Jordan, President

(signature)
(Title)

Date: _____

Date: _____

(signature) Jeanne Hayes EdD, M.S., R.N., C.N.E.
Director, Nursing Department

(signature)
(Title)

Date: _____

Date: _____