

## NURSING CLINICAL SITE AFFILIATION AGREEMENT

between

**PACE UNIVERSITY**

and

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between PACE UNIVERSITY, an educational institution having its place of business at One Pace Plaza, New York, NY 10038, referred to as the “UNIVERSITY”, and \_\_\_\_\_ having its place of business at \_\_\_\_\_ in the City of \_\_\_\_\_ in the State of \_\_\_\_\_ hereinafter referred to as the “AGENCY”.

It being the intent of the University and the Agency to cooperate for the education of nurses, it is agreed as follows:

1. The University will assume full responsibility for planning and execution of the educational program in nursing, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion and graduation.
2. The University will provide instructors for teaching and supervision of students assigned to the Agency for clinical experience, depending on the course assignment. All faculty, instructors and supervisors provided are licensed by the State of New York.
3. The University will have responsibility for planning the schedule of student experiences and for making individual assignments. The University will notify the Agency in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and instructors and type of experience. This schedule shall require approval by the Agency.
4. The University will withdraw any student from the clinical area when the student is unacceptable to the University or the Agency for reasons of health, unacceptable practices or performance.
5. The University will keep all records and reports on students' clinical experience.
6. The University will provide orientation for the Agency staff regarding the educational program.
7. The University shall direct students and instructors to comply with the rules and regulations of the Agency, of which the Agency has advised the University in writing, insofar as they may pertain to

the activities of both while in the Agency.

8. The University shall direct students and instructors to respect the confidential nature of all medical or personnel information relating to the Agency. The University shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable.

9. The University shall ensure that students and faculty have professional malpractice insurance in effect.

10. The University shall ensure that students have had a health clearance prior to the start of the educational experience. The students have an ongoing obligation to update the health clearance form if there is a change in his/her medical condition.

11. The Agency will make available the clinical areas for student experience.

12. The Agency will make available space and facilities for clinical instruction, conferences, and locker facilities necessary for the conduct of the clinical educational program.

13. The Agency will provide orientation to participating students and University faculty relative to its facilities, and its rules, regulations and procedures, including with respect to its Bloodborne Pathogen Exposure Control plan.

14. The Agency will assist with emergency health care to students and instructors who may become ill or who may be injured while at the Agency. Students and instructors will provide their own health care except in emergencies.

15. The Agency will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Agency and/or the direct or indirect care of clients.

16. Vendor and its contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations, including, the Family Educational Rights and Privacy Act of 1974 (“Buckley Amendment”) with respect to personally identifiable student education records, the Gramm-Leach-Bliley Act with respect to student financial information, Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to medical records and applicable provisions of

paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973. Vendor and its contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies. Vendor shall advise Pace of all permits and licenses required to be obtained in Pace's own name for the services to be provided herein, and shall cooperate with Pace in obtaining same.

17. Each party agrees to cooperate with each other in connection with any internal investigations by Pace or Agency of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of Agency's employees or subcontractors or participate in any Union grievance or other proceedings relative to Agency's employees or subcontractors except as a fact witness.

18. This initial period of this Agreement covers the period \_\_\_\_\_ through \_\_\_\_\_ and shall be deemed automatically renewed on an annual basis thereafter upon the same terms and conditions unless terminated by any party hereto upon at least sixty (60) days written notice prior to the annual renewal date. In the event of termination, students enrolled shall not be prejudiced with respect to completion of their clinical clerkship.

**PACE UNIVERSITY**

**By:** \_\_\_\_\_

**Ronald A. Nahum  
Associate Vice President for Finance  
and Assistant Treasurer**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Harriet R. Feldman, PhD, RN, FAAN  
Dean  
Lienhard School of Nursing**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_