

AFFILIATION AGREEMENT

THIS AGREEMENT, is made this 30th day of August, 2021, by and between **SIMMONS UNIVERSITY**, an educational institution with an address of 300 The Fenway, Boston, Massachusetts 02115, hereinafter referred to as ----- **“UNIVERSITY,”**

AND

WARREN COUNTY SCHOOL DISTRICT, with an address of 6820 Market Street, Russell, Pennsylvania, 16345, hereinafter referred to as ----- **“SCHOOL DISTRICT.”**

WHEREAS, the School District is equipped with the facilities and professional staff necessary to provide a community health clinical practicum (hereinafter referred to as “practicum”) to the UNIVERSITY ’s students enrolled in the UNIVERSITY ’s School of Nursing and Health Sciences; and

WHEREAS, the UNIVERSITY and School District are desirous of utilizing the School District to provide such a practicum to certain students that are enrolled in the UNIVERSITY’s School of Nursing and Health Sciences.

NOW, THEREFORE, the parties intend to be legally bound to the following terms and conditions:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

A. *Selection of Students.* The UNIVERSITY shall be responsible for the selection of qualified students to participate in the practicum. The parties will mutually agree upon the number of students that will participate in a practicum.

B. *Practicum Description.* A description of the practicum is contained in the document that is attached hereto as Exhibit A and incorporated herein by reference.

C. *Supervision of Students.* The UNIVERSITY shall provide faculty who will monitor student activities through communication with the School District's Certified School Nurse serving as preceptor for a student.

D. *Submission of Candidates.* The UNIVERSITY shall submit the name(s) of proposed students to participate in the practicum to a designated representative of the School District at least two weeks prior to the commencement of the practicum.

E. *Laws, Regulations, and Policies and Procedures of School District.* The UNIVERSITY will be responsible for advising students of their responsibilities under this Agreement. The participating students shall be required to abide by all laws, regulations, and policies and procedures of the School District. Should any student fail to abide by any law, regulation, policy, procedure, or term of this Agreement, he or she may be denied participation in, or removed from, the practicum by the School District.

F. *Health Status.* Students who participate in the practicum shall be required, at their cost, to comply with the health status requirements of the School District and/or state regulatory agencies including, but not limited to, tuberculosis testing, physical examinations and other vaccinations as required by the School District or regulatory agency. Proof of compliance must be presented to the School District prior to the commencement of the practicum.

G. *Scheduling of Practicum.* The exact time schedule for the practicum shall be mutually agreed upon by the UNIVERSITY and the School District.

H. *Professional Liability Insurance.* The UNIVERSITY shall be responsible for procuring professional liability insurance on behalf of its students. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum.

I. *Clearances.* The UNIVERSITY shall require each student, prior to the start of any practicum, to provide copies of the following:

1. A criminal history report that is no more than five (5) years old from the Pennsylvania State Police (“PSP”), or a statement from PSP stating that after a record check, the student has “no record”;
2. A federal criminal history report that is no more than five (5) years old;
3. A child abuse clearance statement from the Pennsylvania Department of Human Services that is no more than five (5) years old (indicating whether or not the student has ever been named as a perpetrator in a founded or indicated report of child abuse); and
4. Documentation of completion of mandatory training on child abuse recognition and reporting.
5. Any other documentation requested by the School District regarding clearances or child abuse training or reporting.

During the duration of the practicum, each student shall be required to maintain a PSP Clearance, FBI Clearance, and Child Abuse Clearance that is no less than five (5) years old.

If the above background checks reveal a criminal offense or a founded or indicated report of child abuse, the UNIVERSITY and School shall review these reports and determine whether or not the student may participate in the practicum.

If at any time the UNIVERSITY learns that any student involved with practicum has been arrested for, pled nolo contendere to, or been convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse, the UNIVERSITY will immediately notify the School District. Each student participating in a practicum shall be advised by the UNIVERSITY that he/she must immediately (within 72 hours) notify the UNIVERSITY and School District if he/she is arrested for, pleads nolo contendere to, or is convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse.

As a requirement to participate in a practicum, each student shall consent to undergo, and pay for, the foregoing checks and allow the UNIVERSITY to provide any of the foregoing information to the School District. A student who does not consent to any of the foregoing will not be eligible for participation in a practicum.

II. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

A. *Student Health/Administration.* The School District will have the sole authority and control over all aspects of student health services. The School District will be responsible for and retain control over the organization, operation, and administration of its services.

B. *Designation of Representative.* The School District shall designate a Certified School Nurse to serve as preceptor for each participating student. The School District shall provide the UNIVERSITY with a copy of the preceptor's license and school nurse certification. The preceptor will meet periodically with representatives of the UNIVERSITY to discuss, plan, and evaluate the experience of the students.

C. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the UNIVERSITY regarding a student's participation in the practicum. If there are any student evaluations, they will be completed and returned according to a reasonable schedule agreed to by the UNIVERSITY and the School District.

D. *Student Records.* The School District shall protect the confidentiality of a participating student's education records as dictated by the Family Educational Rights and Privacy Act (FERPA).

III. MUTUAL TERMS AND CONDITIONS

A. *Term of, and Termination of, Agreement.* This Agreement shall commence on the date and year first above written and shall remain in effect either for 5 years, or until it is terminated for convenience by either party upon 30 days prior written notice of said termination to the other party. Should this Agreement be terminated prior to the completion of a practicum, all students participating in the practicum at that time that have not been removed by the School District pursuant to this Agreement may continue their practicum experience until it would have been concluded absent the termination.

B. *Confidentiality:* Each participating student shall be required to sign a Confidentiality Agreement, in the form prepared by the School District, with respect to the student's obligation to maintain the confidentiality of the education records and protected health information of the School District's students. Any breach of confidentiality by a participating student (through a violation of FERPA, HIPAA, or otherwise), or any refusal to sign the Confidentiality Agreement provided by the School District, shall be grounds for the School District to deny the student's participation in, or remove the student from, the practicum.

C. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, gender identity, gender expression, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. UNIVERSITY students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. The School District agrees to cooperate with UNIVERSITY in its investigation of claims of discrimination or harassment.

D. *Governing Law/Forum.* This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The UNIVERSITY consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The UNIVERSITY agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

E. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement and approved by the School District's Board of School Directors at a public meeting held in compliance with the Sunshine Act.

F. *Relationship of Parties.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Additionally, the parties agree that the UNIVERSITY's students, employees and agents are not employees or agents of the School District and are not under any circumstances authorized or permitted to enter into or execute any agreement, contracts, or documents, which would in any manner obligate or bind the School District.

G. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, this provision shall not be construed to in any way limit or waive the School District's or the UNIVERSITY's ability to assert any rights, claims or defenses, including but not limited to, the defense of immunity or a cap on the amount of damages that may legally be awarded.

H. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

I. *Savings Clause.* All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

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By signing below, the authorized representatives of the parties indicate their intent to be bound by the terms and conditions of this Agreement as of the date and year first above written.

Simmons University

Warren County School District

Russell F. Pinizzotto, Interim Provost

President, Board of School Directors

Attest:

Secretary, Board of School Directors

EXHIBIT A

Community Health Practicum for Simmons School of Nursing and Health Sciences

The Community Health class offers the opportunity for students to consider population health and analyze how systems, like the health care system, influence access to care.

Course Description: This course provides an overview of theoretical and practical concepts related to community focused health care. The focus of this course is on assisting you in the development of nursing skills necessary to promote the health of communities and populations. You will gain knowledge about communities and population health, health determinants, and epidemiology to assist clients and communities in making choices that promote health and wholeness. There is an emphasis on wellness, prevention, health promotion and health education as well as a focus on populations and their environments as the units of service. Attention is given to awareness of diversity, inclusion, cultural humility and cultural sensitivity. This course offers a beginning strategy for improving the health of the public that can be applied to any health problem in any population at any time. You will be applying the nursing process at the community level: assessment, analysis and action.

The ‘clinical practicum’ will be in a setting where the focus is on population health. It is intended to allow the student to observe a specific community and the health issues encountered within that population.

Outcome for student: Final project is a community assessment with analysis of the following,

1. Physical environment - such as housing and transportation
2. Population make-up - such as ethnic and racial groups
3. Social organization – such as government, schools and religion
4. Environmental health - such as air and water quality
5. End result: a much clearer perspective on the health of the community and a plan for the prevention of many of the health problems

1. Time requirement: 12 – 14 weeks long, 6 hours per week (84 practicum hours total)
2. Main focus: Community focused health care

A Community Health Practicum preceptor would:

- Focus on a specific population being served in the community
- Hold an active license and BSN degree; an MSN degree or other master’s degree is ideal but not required
- At minimum, have at least 2 years of experience in his/her current role (faculty’s preference is 5 years of experience)
- Be available to host for 6 hours/week for the full term (84 practicum hours total)
- Be willing to serve as a mentor for the student