# EDUCATIONAL AFFILIATION AGREEMENT
## between the
## CITY OF COLUMBIA, MISSOURI
## and
## SAINT LOUIS UNIVERSITY

This Educational Affiliation Agreement (the "Agreement"), is made and entered into as of the last date of either party to execute this agreement, by and between the City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services (hereinafter the "Clinical Entity"), and **Saint Louis University, on behalf of its School of Nursing** (hereinafter the "SON").

WHEREAS, the SON offers programs in nursing leading to a bachelors of science in nursing, a masters of science in nursing and/or a doctor of nursing practice programs; and

WHEREAS, the SON desires to provide supervised clinical experience and instruction for its nursing students (hereinafter the "Students"); and

WHEREAS, the Clinical Entity, in the interest of furthering the educational objectives of the SON, desires to make its facilities available to the Students for such experience and instruction.

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby agreed as follows:

1. Term and Termination of Agreement. This Agreement shall become effective as of the date first written above and shall have an initial term of two (2) years. Thereafter, this Agreement shall be automatically renewed for successive one (1) year terms, unless terminated by either party as provided herein. Either party may terminate this Agreement without cause by giving the other party ninety (90) days written notice at any time.

2. Clinical or Fieldwork Experience. The Clinical Entity shall provide the opportunity for adequately prepared Students of the SON to perform clinical work under the supervision of faculty provided by the SON in accordance with Section 4 (Planning of Education Program) and Section 5 (Instruction and Supervision) of this Agreement (hereinafter the "Clinical Program"). Except as noted herein, the Clinical Entity shall not be responsible for the supervision, instruction or education of the Students, but the Clinical Entity shall at all times retain responsibility and authority for the delivery of patient care to its patients.

3. Preceptorships. In some instances Students may be assigned to work with a Preceptor who is an employee or medical staff member of the Clinical Entity. In such

event, the Clinical Entity will retain responsibility and authority for the delivery of patient care to its patients, but also will be responsible for supervision and guidance of the Students who are working directly with a Preceptor.

4. Planning of Educational Program. The SON shall be responsible for the planning, implementation and execution of all educational aspects of its nursing program, including the Students' clinical nursing experience and instruction and matriculation, grading, promotion and graduation. The SON shall furnish the Clinical Entity with current information about its curriculum and clinical education goals and objectives prior to the start of each Student's clinical experience. SON's curriculum shall educate designated Faculty and Student regarding the legal requirements of Heath Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules and any other applicable federal, state, or local laws (hereinafter "SONS's HIPAA training curriculum").

5. Instruction and Supervision. The SON shall provide faculty personnel (hereinafter the "Faculty") who will coordinate the teaching and supervision of Students assigned to the institution. Faculty shall collaborate with the Clinical Entity to plan and implement individual Student assignments. Faculty may consult with Clinical Entity personnel as appropriate in conducting evaluations of Student performance. The Clinical Entity shall be responsible for assigning Students to clinical areas and patients, and, if appropriate, providing an individual preceptor (hereinafter the "Preceptor").

6. Notification of Program Requirements. The SON shall inform the Clinical Entity periodically regarding its academic calendar and course descriptions.

7. Equipment and Use of Facilities. The Clinical Entity shall provide equipment and supplies necessary for the administration of care by the Students. The Clinical Entity may also provide, but is not required to provide, suitable space for conferences connected with the Students' clinical instruction, for use by Faculty and Students. Faculty and Students may use the Clinical Entity's conference rooms during their clinical experience on a space available basis and upon such terms and conditions as provided to third parties.

8. Orientation for Faculty and Students. The Clinical Entity shall provide orientation for Faculty and Students regarding relevant Clinical Entity information, including policies, procedures, and rules with which Faculty and Students must comply.

9. Compliance with the Clinical Entity Rules. Faculty and Students will comply with all rules and regulations of the Clinical Entity to the extent they are presented at orientation or otherwise made available to Faculty and Students. Upon the Clinical Entity's request, the SON shall withdraw from the Clinical Program any Faculty member or Student who fails to comply with the Clinical Entity's rules and regulations.

10. Confidential Information.

(a) SON shall inform its designated Faculty and Students of their obligation not to disclose any confidential material or information connected with the Clinical Entity or any of its patients. The SON recognizes and acknowledges that by participation of designated Faculty and Students in the Clinical Program at the Clinical Entity, the designated Faculty and Students of SON, may have access to the protected health information ("PHI") of the Clinical Entity's patients, as defined by the HIPAA Privacy Rule (42 CFR Parts 160 and 164) (hereinafter "Privacy Rule"). Access to PHI shall not be allowed by either SON or Clinical Entity unless the designated Faculty member and Student have signed Clinical Entity's standard confidentiality form and unless SON certifies in writing that designated Faculty and Student have completed SON's HIPAA training curriculum.

(b) The parties agree that i) the designated Faculty and Students of SON shall not disclose, keep, retain, transfer or distribute any Protected Health Information to which such Faculty or Students have access through the clinical Program participation; ii) designated Faculty and Students of SON shall not transfer, exchange, or otherwise distribute any Protected Health Information to any other person or legal entity except Clinical Entity staff involved in the treatment of the patients as required by participation in the Clinical Program as described herein; iii) designated Faculty and Students of SON shall not transfer or exchange any Protected Health Information of Clinical Entity's patients via unencrypted electronic mail, electronic messaging, or paper. Designated Faculty and Students of SON shall immediately notify Clinical Entity in writing if any Protected Health Information is transferred, exchanged, distributed, held or retained in violation of this Agreement or in violation of any law. SON, SON's other staff and faculty will never access or request to access any Protected Health Information of the Clinical Entity or its patients. SON shall immediately notify Clinical Entity in writing if any Protected Health Information is transferred, exchanged, distributed, held or retained in violation of this Agreement or in violation of any law.

(c) The parties agree that the Students, and the designated Faculty to the extent allowed by law, will be considered to be part of the Clinical Entity's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or disclosing PHI while participating in the Clinical Program. The parties further agree that this "workforce" designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the Student, the designated Faculty, and Clinical Entity or otherwise affect any provisions

in this Agreement related to the independent status of the Students and designated Faculty.

11. Removal of Students from the Clinical Entity. The SON shall remove a Student from the Clinical Entity upon request of the Clinical Entity, if the Clinical Entity determines in its sole discretion that such Student's continued presence at the Clinical Entity is not in the best interest of the Clinical Entity.

12. Immunizations, Health Information and Background Checks. The SON will provide Clinical Entity with immunizations, health information and background checks on Students upon request of Clinical Entity. SON may request Students to provide all required evidentiary documentation directly to the Clinical Entity.

13. Emergency Medical Care. To the extent Clinical Entity is capable of providing such care, the Clinical Entity shall provide emergency medical care to Faculty and Students who become ill or who are injured while on duty at the Clinical Entity. The SON understands that the cost of such care shall be the responsibility of the individual receiving it and will advise its Faculty and Students of the requirement to reimburse Clinical Entity for the cost of providing any Emergency Medical Care.

14. Needle Stick Injury or Blood Borne Pathogen Exposure. In the event a Student sustains a needle-stick injury or other substantial exposure to bodily fluid of another or other potentially infectious material while participating in the clinical education program at the Clinical Entity, the Clinical Entity agrees to initiate the standard protocol for the event at that Clinical Entity, in the usual manner to the extent possible. The Student will be responsible for the costs of any and all care, testing, counseling and obtaining necessary follow-up care.

15. Insurance.

a. The SON, through its self-funded program, shall provide coverage for each Student under its professional liability insurance policy with limits of $2,000,000 per claim/$4,000,000 annual aggregate, and general liability insurance with a single limit of no less than $1,000,000 per claim/$2,000,000 annual aggregate, with umbrella liability coverage in amounts not less than $1,000,000. The Clinical Entity shall carry general and professional liability insurance as required from time to time by Missouri law.

b. The SON will encourage each Student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such Student during his or her participation in the education program. The SON will inform Students that they are responsible for their own health needs, health care

costs, and health insurance coverage. Students shall not be deemed employees of Clinical Entity for any purpose.

c. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, offices, or agents in the performance of this Agreement. Neither party will be considered the agent nor employee of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

d. To the extent allowed by law, and without waiving sovereign immunity, each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

e. Nothing contained herein shall be construed to be a waiver of any sovereign, governmental or official immunities of Clinical Entity or its employees, officers or agents.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Missouri without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Clinical Entity or the SON at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt, or if such certified mail is not retrieved and no return receipt is signed by the intended recipient, such notice may be sent regular mail and date of delivery shall be presumed to be five (5) days following the date sent as evidenced by receipt from the post office.

**If to the Clinical Entity:**

City of Columbia, Missouri
Department of Public Health and Human Services
ATTN: **click here and insert name of contact in text box**
1005 West Worley Street
P.O. Box 6015
Columbia, MO 65205-6015

With a copy to:

City of Columbia Law Department
ATTN: City Counselor
P.O. Box 6015
Columbia, MO 65205-6015

**If to the SON:**

**Saint Louis University School of Nursing**
ATTN: **Clinical Contract Coordinator**
**3525 Caroline Mall, Suite 219**
**Saint Louis, MO 63104**

18. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

19. Non-Discrimination. Each party is separately responsible to comply with any antidiscrimination law that applies to the party's activities under this Agreement. Neither party has a right unlawfully to discriminate against any Student in the Clinical Program.

20. Survival. SON and Clinical Entity expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

21. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

22. Waiver. Neither the waiver by any of the parties hereto of a breach or of a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

23. Entire Agreement and Amendment. This Agreement is the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below.

**CITY OF COLUMBIA, MISSOURI**

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

**BY EXECUTING THIS AGREEMENT, THE SIGNOR BELOW REPRESENTS AND WARRANTS THAT HE/SHE HAS FULL POWER AND AUTHORITY TO BIND THE ENTITY ON WHOSE BEHALF THE AGREEMENT IS BEING EXECUTED FOR THE PURPOSES STATED HEREIN.**

**SAINT LOUIS UNIVERSITY**

By: Teri A. Murray

Name: Teri A. Murray, PhD, APHN-BC, RN, FAAN

Title: Dean, School of Nursing

Date: 03-13-17

ATTEST:

By: _____
Secretary or Witness