

**YORK COLLEGE OF PENNSYLVANIA
THE STABLER DEPARTMENT OF NURSING**

**AGREEMENT WITH HEALTH CARE
AGENCY FOR PROVISION OF
STUDENT CLINICAL EXPERIENCE**

THIS AGREEMENT, made this ___ day of ____, 2022 by and between Spring Grove Area School District, the (“Agency”) and York College of Pennsylvania (“College”) shall establish the policies which will govern the collaboration between the Agency and the College in the use of the facilities of the Agency by The Stabler Department of Nursing (“Department”) faculty of the College and the students matriculated in the College Undergraduate and Graduate Nursing Program (“Students”).

WHEREAS, the College offers a premier undergraduate and graduate level education for professional nurses; and

WHEREAS, the Agency has qualified professional staff and clinical facilities providing healthcare, research and related services; and

WHEREAS, the agency wishes to make its facilities available to the Students and Faculty, and the College wishes to utilize the Agency’s facilities in conjunction with the Student’s nursing education; and

WHEREAS, the Agency and College desire to affiliate and collaborate in providing an educational program for the Students (“Clinical Program”); and

WHEREAS, the ultimate responsibility for patients/clients rests with the Agency and the ultimate responsibility for Students rests with the College; and

WHEREAS, it is to the mutual benefit of the parties to hereto plan cooperatively for quality College-based nursing education, and the parties hereto, intending to be legally bound, agrees as follows:

RESPONSIBILITIES OF THE AGENCY

1. The Agency shall retain ultimate responsibility for patient/client care and shall provide patient/client facilities for the clinical experience portion of the College nursing courses as mutually arranged and coordinated by the College and Agency. The Students, under the supervision of the Agency staff, may provide patient care by the nursing process.
2. The Agency shall provide conference areas where the College nursing Faculty (“Faculty”) and Students may confer regarding patient/client care.
3. The Agency shall permit the Faculty and Students to use the Agency library facilities, with both Faculty and Students adhering to the policies and procedures for use of the Agency library.
4. The Agency shall provide a general orientation to philosophy purposes, services and evaluation of services of the Agency for the Faculty and Students. Orientation to the specific patient/client areas shall be planned through mutual arrangements between the Faculty and the Agency staff.
5. The Agency shall permit College nursing Faculty and Students to use the Agency dining facilities, if such are available. Faculty and Students shall be individually responsible for the cost of their meals.
6. The Agency shall supply space for parking of cars, space for personal items and dressing and coat areas for the Students and Faculty as are available. Transportation to and from the Agency and compliance with the Agency’s procedures and regulations shall be the

responsibility of the Students.

7. The Agency shall inform the College about any change in accreditation status.

8. The Agency shall provide, or arrange for, emergency medical care to be administered to a Student in the event of injury, sudden illness or exposure to infectious disease.

9. The Agency shall maintain commercial general liability insurance amounts of not less than One Million Dollars (\$1,000,000.00) for injury or death of one or more persons in any one occurrence.

10. The Agency shall not discriminate on the basis of race, color, sex, age, religion, national origin or physical disability.

RESPONSIBILITIES OF THE COLLEGE

1. The Faculty shall assume the full responsibility for the administration of the Clinical Program and the selection, direction, instruction and evaluation of Students during the learning experiences with the Agency.

2. The College shall provide qualified nursing faculty to assume the responsibility for the conduct of Students in the Agency patient/client care setting.

3. The College shall provide an orientation for the nursing staff of the Agency regarding the philosophy, purposes, objectives and goals of the student learning experience within the Agency at a mutually agreed upon time.

4. The College nursing faculty shall communicate and consult through appropriate channels for the categories of clinical experiences needed the timing of these needs and the numbers of nursing students involved in the experiences.

5. The College agrees to abide by all applicable rules and regulations of the Agency, including, but not limited to, patient/client care policies and safety regulations of the Agency. Students will participate, as appropriate, in any quality-assurance or other Agency evaluation programs. The College shall provide the Faculty and Students with rules and regulations of the Agency and the College shall obtain the agreement of the Faculty and Students to abide by and observe all such rules and regulations.

6. The academic calendar of the College shall be observed in the assignment of Students to the Agency and the time periods for laboratory experiences shall be planned commensurate with the academic practice of the College and the policy of the Agency.

7. The College shall ensure that Students and Faculty maintain professional liability insurance. The College shall provide evidence of such insurance upon request of the Agency.

8. The College shall ensure that the Students are educated in the use of the Centers for Disease Control and Prevention and the Hospital Infection Control Practices Advisory Committee Standard Precautions. Students and Faculty will follow Agency policies in regard to the process of reporting exposures, importance of evaluation of exposures and information regarding hazardous substances. Validation of this instruction is available for review at the Department.

9. The College will have the responsibility to ensure Students have complete health history, to include medical and dental examination.

10. The College will have the responsibility to ensure that Students have documentation evidencing their receiving all necessary immunizations and testing for the

absence and/or immunity to infectious diseases as required by the Pennsylvania State Board of Nursing and affiliated agencies.

a. Health history documentations will include for each student: intermediates strength PPD yearly. If history of positive PPD, document how and if treated, chest x-ray at time of diagnosis, and annual symptom review; and current medications, current symptoms, history of serious illnesses, known allergies.

b. Documentation of required immunizations or proof of immunity include: Hepatitis B vaccine series (or titer indicating immunity); with history of one does of Tdap; two doses of MMR vaccine (or titer indicating immunity); two doses of varicella vaccine (or titer indicating immunity); Tetanus booster within the previous ten years; and annual influenza vaccine.

11. The College will make policies and procedures regarding health issues are available for review in the Department. All health records of Students are available to authorized persons.

12. The College will ensure that all Students are eligible for employment under Pennsylvania's Older Adults Protective Services Act and Child Protection Services Law. The College will establish and supervise procedures for Students to complete the Pennsylvania State Police Request for Criminal Record Check and appropriate Federal Bureau of Investigation form, and to obtain any official clearance statements required from the Pennsylvania Department of Public Welfare for Child Abuse Checks. The appropriate criminal history records and child abuse clearances will be available to the Agency upon request.

13. The College shall inform the Faculty and Students of their responsibility to comply with state and federal medical privacy laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act,

as well as the Agency's Privacy Practices.

14. The College shall not discriminate on the basis of race, color, sex, age, religion, national origin or physical disability.

JOINT RESPONSIBILITIES

1. The term of this agreement shall commence on _____ and shall continue for a period of one (1) year; provided, however, that this Agreement shall automatically renew for additional one (1) year terms unless this Agreement is terminated by one or both parties. This Agreement hereby supersedes all prior agreements between the parties hereto concerning this subject matter.

2. Both parties hereto agree to collaborate on a continuing basis. Except as otherwise provided herein, either party may terminate this Agreement at any time and upon at least sixty (60) days' written notice, provided, however, that any Students enrolled in the Clinical Program at the Agency at the time of the notice of termination is provided shall be given the opportunity to complete their Clinical Program at the Agency for a period not to exceed six (6) months from the time of notice of termination.

3. The College agrees that it will cooperate with the Agency in the event the Agency reasonably believes that student performance is unacceptable. Upon the reasonable request of the Agency, the College agrees that it will remove a student from the Agency. It is understood that the Agency retains the right to prohibit entry to any person on its premises at all times.

PARTIES' RELATIONSHIP

The parties hereby acknowledge that they are independent contractors; and neither the College nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the Agency. In no event shall this Agreement be

construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The College and Agency shall each be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to the Agency for any salaries, insurance or other benefits.

MISCELLANEOUS

1. Assignment. The Agreement may not be assigned by either party without the prior written approval of the other party.

2. Entire Agreement; Amendment. The agreement and any attachments hereto, constitute the entire Agreement between the Agency and College and supersede all other agreements between the parties regarding the subject matter. The Agreement may be amended only by the written agreement of both parties.

3. Choice of Law. The Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

4. Beneficiaries. This Agreement is made for the sole benefit of the parties, and this Agreement does not give any third parties any claim, demand or right of action against the Agency or any of its agents or employees. Without limitation of the foregoing, there are no intended third party beneficiaries of this Agreement.

5. Indemnification and Hold Harmless. It is hereby acknowledged and agree between Agency and College that with respect to any claim or action arising out of or related to the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements or judgements resulting from the negligence, actions or omissions of its own agents, officers and employees.

College agrees to indemnify and hold harmless Agency, and its officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, demands, actions, settlements or judgements, including reasonable attorney's fees and litigation expenses, arising out of or related to activities described in this Agreement, where such claims, demands, actions, settlements or judgements relate to the negligence, actions or omissions of College.

Agency agrees to indemnify and hold harmless College, and its trustees, officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, demands, actions, settlements or judgements, including reasonable attorney's fees and litigation expenses, arising out of or related to the activities described in the Agreement, where such claims, demands, actions, settlements or judgments relate to negligence, actions or omissions of Agency.

6. Notices. Except as otherwise specified herein, all notices, demands, requests or other communications which may be or are required to be given, served or sent by any party pursuant to this Agreement shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, telegram or telex, addressed as follows:

If to Agency: _____

If to College: Office of the Dean
School of Nursing and Health Professions

C. Matt Smith
Dean of Business Affairs/CFO

Laura Niesen de Abruna
Provost, Vice President of Academic Affairs

York College of
Pennsylvania 441 Country
Club Road York, PA 17403-
3651

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officials, thereunto, duly authorized.

_____ Provost/ VP Academic Affairs York College of Pennsylvania	_____ Date	_____ Superintendent Spring Grove Area School District	_____ Date
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_____ VP, Business Affairs & CFO Agency York College of Pennsylvania	_____ Date	_____ Director of Pupil Services	_____ Date
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Information Requested from Agency: Please fill out the below information, if it applies. If not, please put N/A.

Accrediting Agency if applicable _____

Date of last approval by accrediting agency _____

Licensed by _____