

**AFFILIATION AGREEMENT
BETWEEN
EMORY UNIVERSITY SCHOOL OF MEDICINE
ON BEHALF OF ITS WOCNEC PROGRAM
And
NAME OF CLINICAL AFFILATE**

THIS ACADEMIC AFFILIATION AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 200_ (the “Effective Date”), by and between Emory University through its School of Medicine, on behalf of its Wound, Ostomy and Continence Nursing Education Center Program (“School”), and _____ (“Facility”), whose principal address is _____.

WHEREAS, School is accredited by the Wound, Ostomy & Continence Nurses Society (WOCN) and has been approved by the Georgia Nurses Association (GNA);

WHEREAS, the purpose of Agreement is to guide and direct the parties respecting the affiliation and working relationship described herein, and to provide high quality clinical learning experiences for students (“Students”) in the University’s Wound, Ostomy, & Continence Nursing Education Center (“WOCNEC”) while at the same time enhancing the resources available to the Facility for the provision of health care to its patients;

NOW THEREFORE, School and Facility hereby agree as follows:

1. General Understandings.

- 1.1 The courses of clinical instruction (i.e. clinical education programs) to be provided will be of such content, and over such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending date for each program shall be agreed upon at least one month before the program commences.
- 1.2 There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, or handicap in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself, preclude the student’s effective participation in the program.
- 1.3 School and Facility agree that they shall refrain from disclosing the Student’s educational records except with the Student’s consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. University agrees to have the Student complete the appropriate consent forms for the exchange/disclosure of educational records and medical records reference in this Agreement.
- 1.4 Facility and School shall perform their respective responsibilities and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of each as may be in effect from time to time. Neither University nor any Student shall interfere with or adversely affect the operation of Facility or the performance of services therein.

2. Requirements for Clinical Preceptor.

- 2.1 The preceptor must provide to the WOCNEC such evidence as requested that he/she meets the established criteria, and must be approved by the WOCNEC as an off-site preceptor for the period during which the training is to be provided as evidenced by a letter of acceptance. Requirements for clinical preceptors are as follows:
- (a) Baccalaureate Degree with a major in nursing; or RN with Baccalaureate Degree in another field who demonstrates baccalaureate level nursing competencies in the areas of: health assessment, community health nursing, leadership and management, research and statistics.
 - (b) Graduate of a WOCN accredited program.
 - (c) At least one year of full-time clinical experience as a Wound, Ostomy and/or Continence Nurse.
 - (d) Current Board Certification in WOCN area in which precepting.
 - (e) Sufficient patient census to provide needed learning experiences documented by statistics.
 - (f) Maintain professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs which provide coverage for employees, including clinical preceptor. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the University. University shall have a right to terminate this Agreement in the event of changes in clinical preceptor's insurance that are unacceptable.

3. Obligations of School.

3.1 Clinical Program. The School will validate each student's qualifications to include:

- (a) Baccalaureate degree with a major in nursing (documented by transcript); or Associate degree or Diploma in Nursing, AND Baccalaureate degree in another field (documented by transcript); AND demonstrated baccalaureate level nursing competencies in the areas of health assessment, leadership and management, community health nursing, and research/statistics (documented by successful completion of appropriate coursework for college credit or by successful completion of the NLN Baccalaureate Nursing Achievement Test).
- (b) Current licensure as Registered Nurse.
- (c) One year of clinical experience.

(d) Professional Liability Insurance.

The above information will be made available to the Facility upon request.

- 3.2 Facility Rules and Regulations. School shall require its Students and any faculty participating in the Program at the Facility to be subject to the Facility's generally applicable rules and regulations as is reasonable for the purposes of this Agreement.
- 3.3 Dress Code; Identification. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility and approved by School. School shall require Students to wear and/or display such nametags or other identification as Facility may reasonably require.
- 3.4 OSHA Blood Borne Pathogen Regulations. School shall ensure that, when appropriate, students are trained in compliance with OSHA Blood-Borne Pathogen Regulations.
- 3.5 Health Status. School shall ascertain acceptable health status for each Student. This includes a statement of health from the Student's personal physician and a completed OSHA form documenting negative TB skin test within 6 months of participation in the program (or negative chest X-ray).
- 3.6 HIPAA Privacy Regulations: School shall ensure that Students are trained in compliance with basic training regarding confidentiality of protected health information under the HIPAA Privacy Regulations.
- 3.7 Performance of Services. School and all Students shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time
- 3.8 Contractual Arrangement. School shall direct the student to establish a satisfactory contractual arrangement with the Facility and/or the preceptor concerning financial compensation, if any, for clinical preceptorship. School accepts no monies and makes no payments for clinical instruction.
- 3.9 Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its students and employees. In addition, School shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

4. Responsibilities of Facility.

- 4.1 General Participation. Facility shall accept the Students assigned to the Program by School and provide orientation of all Students to the Facility. Facility shall provide learning opportunities for the Students, who shall be supervised by Facility personnel, to observe and assist in various aspects of professional practice. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.
- 4.2 Liaison. The Facility shall assign a staff representative as liaison between the Facility and the applicable Department within School.
- 4.3 Clinical Preceptorship. The Facility shall provide clinical preceptorship for each Student. Each preceptor shall be assigned no more than two (2) Students and shall be responsible for selecting patients for Student experience and for providing clinical instruction/guidance.
- 4.4 Evaluation. The Facility shall participate in Student evaluation. Evaluation shall be based on clinical objectives as stated on the attached evaluation form as Exhibit A. The preceptor is asked to complete the Student's clinical evaluation form at the end of the Student's rotation and to give her him verbal feedback and evaluation throughout the rotation.
- 4.5 Insurance. Facility shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its employees. In addition, Facility shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.
- 4.6 JCAHO. The Facility shall maintain health facility licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations, or other appropriate accrediting agency, as applicable.
- 4.7 Orientation. Facility shall conduct a complete orientation for each Student with respect to the policies and procedures of Facility and shall make available to each Student a copy of applicable policies and procedures.
- 4.8 Direction and Coordination. As appropriate, Facility shall appoint a qualified Facility employee who will be responsible for directing and coordinating the experiences of the Students at the Facility.

- 4.9 Protective Equipment. Facility will provide all necessary personal protective equipment for students, while assigned to Facility in compliance with OSHA Blood-Borne Pathogen Regulations and the Nuclear Regulatory Commission, as appropriate.
- 4.10 Emergency Care. Facility shall provide emergency health care to Students who become ill or injured while at the Facility to the extent possible, including treatment immediately following exposure to bloodborne pathogens or other infectious or environmental hazards. The cost of treatment provided pursuant to this provision will be the responsibility of the Student.
- 4.11 Reports of Performance. Facility shall provide School with a performance appraisal for each Student on such forms as may be provided by School. Facility shall notify School of any unsatisfactory conduct or performance of any Student assigned to the Facility in a timely manner.
- 4.12 Use of Facilities. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility. Facility shall use reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical education experiences.
- 4.13 Confidentiality. Facility shall provide Students with specific training in Facility's HIPAA policies upon Student's arrival at Facility. For purposes of HIPAA, School and Facility acknowledge that Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Facility.

5. Preceptor Responsibilities.

- 5.1 Orientation. The preceptor shall orient the Student to: facility rules and guidelines; preceptor role and responsibilities; and Student role and responsibilities.
- 5.2 Clinical Instruction. The preceptor shall facilitate clinical learning and correlation of didactic instruction and clinical practice by: assessing the Student's learning needs and knowledge base; reviewing the patient record with the Student and assisting the Student to identify care needs and appropriate interventions prior to entering the patient care situation; assisting the Student to identify alternative treatment options and rationale; providing assistance to the Student (as needed) in providing and documenting appropriate patient care, teaching, and counseling; and providing clarification or correction of any deficits or inaccuracies in the Student's assessment, identification of care needs, intervention, or documentation.
- 5.3 Evaluation. The preceptor shall evaluate the Student's performance and shall provide feedback to the student and the WOCNEC regarding the Student's clinical performance using the attached as Exhibit A.
- 5.4 Performance. The preceptor will promptly notify the student and the WOCNEC Director or the Assistant Director of any concerns, problems, or deficits regarding the Student's clinical performance.

- 5.6 Certification. The preceptor shall maintain Board Certification in area in which precepting and submit evidence of current Certification upon request.
- 5.7 Reporting. The preceptor shall maintain and submit statistics regarding daily patient visits/scope of practice.
- 5.8 Clinical Hours. Specific dates and times for clinical instruction are established by mutual consent between the preceptor and the student.
- 5.9 Clinical Experience. The preceptor and Facility shall work with the student and shall use their best efforts to assure clinical instruction in the area for which preceptorship is being provided. In the event that clinical experiences are severely restricted, the preceptor shall immediately notify the Center Director or Assistant Center Director for the WOCNEC.
6. No Compensation. Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Unless otherwise expressly agreed between Student and Facility or School, Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or School.
7. Removal of Students. Facility may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Facility may request School to withdraw or dismiss a Student from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Student's participation in the Program shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.
8. Non-Discrimination. In the performance of this Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.
9. Confidentiality. School agrees that it and the Students shall keep strictly confidential all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility, except as required or permitted by law.
10. Indemnification. Each party shall indemnify, defend and hold harmless the other party against: (i) any and all liability arising out of the indemnifying party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the indemnifying party's employees or agents relating to or arising out of their services under this Agreement; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of indemnified party in connection with the defense of such claims.
11. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall continue for a term of three (3) years unless terminated earlier as provided herein, and may be renewed for additional periods thereafter by mutual written agreement. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least

thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Program at the Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Program or six (6) months from the date of the notice of termination.

12. Miscellaneous Terms.

12.1 Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.

12.2 Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.

12.3 Change in Law. In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute agreement to this Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision.

12.4 Severability. Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.

12.5 No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

- 12.6 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 12.7 Variations of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require
- 12.8 Notices. All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties, as follows:

To the School at: Emory University School of Medicine
 Dean’s Office
 1648 Pierce Drive, NE, Suite 410
 Atlanta, GA 30322
 Attn: _____
 Title: _____

With a copy to: Emory University Office of the General Counsel
 101 Administration Building
 201 Dowman Drive
 Atlanta, Georgia 30322

To Facility at: _____

 Attn: _____
 Title: _____

or to such addresses as the parties may hereafter designate in writing.

- 12.9 Assignments. The rights and obligations provided under this Agreement are not assignable without the written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
- 12.10 Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Georgia.
- 12.11 Amendments. Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
- 12.12 Entire Agreement. This Agreement, together with any schedules, exhibits, appendices, and other attachments hereto, all of which are hereby incorporated by reference and made a part of this Agreement, constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.

- 12.13 Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
- 13.14 Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 12.15 Third Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- 12.16 Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
- 12.17 No Joint Venture or Partnership. The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint venturers or partners.

[Remainder of the page is intentionally left blank].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

FOR: UNIVERSITY

By: _____
J. William Eley, M.D., M.P.H. Date
Executive Associate Dean for Medical Education
And Student Affairs

FOR: FACILITY

By: _____ Date
Name: _____
Title: _____