

NURSING PROGRAM AFFILIATION AGREEMENT

**Between
LE MOYNE COLLEGE
And**

SYRACUSE CITY SCHOOL DISTRICT

This agreement is made between Le Moyne College, 1419 Salt Springs Road, Syracuse, NY 13214-1399, (the "College") and **Syracuse City School District, 725 Harrison Street, Syracuse NY, 13210**, (the "Site").

RECITALS

The College has established a Nursing Program (which may include undergraduate nursing students, Family Practice nursing students, and Doctoral of Nursing Practice students) and desires to enter into a cooperative arrangement with the Site for the purpose of providing students with clinical experience during their program of study. The Site believes the value of the presence of the students will add to its operation, but represents that it can provide instructional services only within the limits of its existing workloads and patient priorities.

Both parties, having considered the benefits of cooperation and mutual respect for each other's interests, competencies and limitations, agree to the following terms:

A. Responsibilities of the College:

1. Programming:

- a. The College shall periodically offer to the Site names of its students as candidates to become students at the Site at least thirty days in advance of the students' start date. The College shall also provide the Site a resume for each candidate containing biographical, educational and prior employment information upon request.
- b. The College shall inform the Site in writing of the activities it requests the Site to allow each student to engage in (the "preceptorship"), and the proposed beginning and ending dates of the preceptorship for each student. The activities at the Site shall be consistent with the curriculum obligations for clinical experience under the Nursing Program.
- c. The College shall inform each student that he or she is considered, for legal as well as practical purposes, a guest on the premises of the Site for the duration of the preceptorship. The premises of the Site consist of any building, land or vehicle owned or operated by the Site.
- d. The College shall provide each student all orientation information and materials necessary to begin his or her preceptorship on the date requested by the College.
- e. The College shall inform each student of his or her responsibility to conform to all Site rules, policies and procedures, as well as all New York State and Federal Statutes and regulations applicable to the student's activities in a preceptorship or presence on the Site's premises while using the Site's facilities, equipment and supplies in the context of ongoing clinical work.
- f. The College assumes full responsibility for planning and implementation of its Nursing Program including programming, administration, supervision, curriculum content and the requirements for matriculation, promotion and graduation as well as provision of an overall orientation for Site personnel to its Nursing Program.

- g. The College shall provide the formal classroom instruction necessary to prepare its students for the clinical experience at the Site.
- h. The College shall instruct its students and clinical coordinators to dress appropriately for their assigned role and to wear proper identification when they are in a clinical setting.

2. College Faculty:

- a. The College shall provide clinical coordinators to supervise students assigned to the Site for their clinical experience and keep records on the student's performances.
- b. The clinical coordinators and students shall be directly responsible to the Site representative in charge of the clinical area.

3. Assignment of Students:

- a. The College shall be responsible for assigning students to the Site for clinical experience and giving the Site prior written notice of the students assigned at least thirty days before the students' start date. Beginning on the effective date and continuing at the same time in the successive years of this Agreement, the College shall advise the Site of its projected clinical experience needs for the ensuing semesters.
- b. At least (30) days prior to the arrival of the students, the College shall notify the Site of its planned schedule of student assignments, including the number of students and the proposed dates and areas of clinical experience. The schedule shall be approved by both the College and the Site prior to implementation. At the Site's option, a pre-placement review of the student may be required.

4. Health Requirements:

- a. The College shall require its students to be covered by an active health insurance policy in order to participate in the clinical preceptorship.
- b. Prior to their participation in the clinical preceptorship, the College shall require all students to provide a record of recent physical examination and recorded medical history. The physical examination shall be of sufficient scope to ensure that no student shall participate in the clinical preceptorship unless he or she is free from a health impairment which is of potential risk to patients or which might interfere with the performance of his or her duties for which a reasonable accommodation is not available, included the habituation or addiction to depressants stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior. Furthermore, as a condition of participation in the clinical preceptorship, all students shall provide the College with a reassessment of their health status as frequently as necessary, but no less than annually.
- c. The College shall require the immunization and testing as specified in Exhibit A, of all students as a condition of participation in the clinical preceptorship.

5. Policies and Procedures:

The College shall advise its students and clinical coordinators of the policies and procedures of the Site and any applicable statutory, regulatory or professional rules or codes. The College agrees that they shall abide by them and will have the student and clinical coordinators sign an agreement stating his/her understanding of the policies and procedures (see Exhibit B) prior to participation in the clinical preceptorship.

6. Confidentiality:

- a. The College shall instruct its students and clinical coordinators to respect the confidential nature of all information which they may obtain from the records of the Site, which information shall not be released to any person or entity without the prior written consent of the Site's Medical Director. All students and clinical coordinators shall respect the confidential nature of all information available to them with respect to the site's patients and records and shall sign the site's confidentiality policy statement.
- b. The College shall not publish any clinically obtained information regarding the Site or its patients without prior written authorization from the Site.
- c. The College shall instruct its students and clinical coordinators not to disclose or publish any clinically obtained information regarding the Site or its patients at any time unless required by law without prior written authorization from the Site. If the disclosure is required by law, the disclosing party shall first notify the Site to allow the Site to take such actions to prevent the disclosure or waive the disclosing party's compliance with this non-disclosure obligation.

B. Responsibilities of the Site (Hospital, Clinic, etc.):

1. Type of Clinical Experience:

- a. To the extent it does not interfere with the Site's normal functions, the Site shall use its reasonable efforts to offer each student a productive, practical learning experience, within the parameters of the preceptorship requested by the College. However, the Site retains sole and absolute discretion over the nature, content, and duration of any preceptorship, and does not guarantee any specific results to any student in connection with any preceptorship. Within the Site, the preceptor who has agreed to supervise the student, will oversee and evaluate the student's progress.
- b. The College will provide the preceptor with a manual and list of goals and objectives for the student's rotation. The preceptor will be expected to review the manual and objectives and provide the College with an evaluation of the student's performance in the preceptorship.

2. Orientation:

The Site shall provide orientation for the College's clinical coordinators to the Site's operations to the extent necessary to implement the clinical preceptorship.

3. Termination of Students:

- a. At any time during any student's preceptorship, the Site may terminate the preceptorship and immediately bar the student from further access to the Site premises if the Site, in its sole discretion, determines that (i) the student's continued association with the Site would be a detriment to the Site operations or to the prestige of the Site, (ii) the presence of the student at the Site may jeopardize the well-being of patients or employees at the Site, or (iii) the student fails to abide by the Site's policies and procedures or any applicable statutory, regulatory or professional regulation or code.
- b. In no event shall any student be considered an employee, agent, or independent contractor of the Site. The Site shall not be responsible for the payment of any wages to any student, or the payment or provision of any taxes, insurance, or other benefits required by the New York State or Federal governments or otherwise prescribed by the policies of the Site to be paid on behalf of an employee.
- c. The Site will retain full and final responsibility for patient care, and the College assumes the responsibility for seeing to it that both students and clinical coordinators comply with all rules and regulations of the Site related to this. The College expects reporting of any irregularity, at the time it occurs, to the Nursing Program Director.

4. Use of the Site's Facilities:

- a. The Site shall provide clinical experience to the nursing students (graduate/ undergraduate) without expectation of financial remuneration from the College.
- b. The Site shall provide classroom and conference rooms for instructor use and locker facilities for students to change and store clothing to the extent that it does not interfere with the normal functioning of the Site and in accordance with its procedures. The Site shall also permit the College's students to use the Site's cafeteria facilities at their own expense.
- c. The Site shall provide emergency medical care in the event a student or clinical coordinator is injured during attendance at the clinical preceptorship at the expense of the student or clinical coordinator. The Site shall notify the College if it discovers that a student or site coordinator has been exposed to a health hazard, which was not recognized at the time of contract. In addition, the Site shall provide appropriate testing and counseling in the event of any student's or clinical coordinator's exposure to bloodborne pathogens at the site.
- d. The Site shall not be required to pay any direct costs as a result of this Agreement without its prior written approval.

C. Insurance and Hold Harmless:

1. Insurance:

- a. During the term of this agreement, the College shall maintain adequate comprehensive general liability in an amount not less than \$1,000,000/\$3,000,000 per occurrence for bodily injury, including death and property damage, professional liability (if applicable), and other insurance coverage applicable to all of its responsibilities under this Agreement, as well as the activities of each student in a

preceptorship or while on the Site premises. Upon request, the Site shall be listed as an additional named insured under such policies and the College shall provide the Site proof of such insurance coverages. The College shall direct the insurance carrier to notify the Site of any material change in the terms or status of the policies.

- b. The Site shall maintain adequate comprehensive general liability, professional liability and other insurance coverage in an amount not less than \$1,000,000/\$3,000,000 per occurrence.

2. Hold Harmless:

The College shall defend, indemnify and hold the Site harmless from all liabilities, obligations, damages, and expenses that the Site may suffer in any action or proceeding arising out of the College's performance, or failure to perform, its obligations under this Agreement and from or relating to the activities of its students. The Site shall defend, indemnify and hold the College harmless from all liabilities, obligations, damages, and expenses that the College may suffer in any action or proceeding arising out of the Site's performance, or failure to perform, its obligations under this Agreement. The foregoing indemnification by the College and the Site shall be limited to the extent the damages are not covered by the insurance maintained by respective party as required herein and/or the insurance coverage of the students, as applicable.

D. General Provisions:

1. Non-Discrimination:

Both the College and the Site shall provide equal opportunity to all students and other individuals involved in the Nursing Program, without discrimination on the basis of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence.

2. Relationships:

Nothing in the Agreement shall be deemed to create an employment relationship, joint venture, partnership, agency, or any relationship between the parties other than that of independent entities contracting with each other solely for the purposes described herein.

2. Applicable Law; Modification:

This Agreement shall be governed by and construed under the laws of the State of New York and may be modified only in writing and signed by both parties.

4. Entire Agreement:

This Agreement represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any prior understandings, written or oral, regarding the same subject matter.

E. Term and Termination:

1. Term:

This Agreement shall commence on **January 1, 2024 and expire on December 31, 2029**. This Agreement may be **renewed for four (4) one (1) year terms** based upon the same terms and conditions. Said renewals shall be automatic unless either party gives the other written notice of its intention to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term.

2. Termination:

Either party may terminate this Agreement for cause at any time upon thirty (30) days prior written notice to the other party setting forth the reason(s) for termination, if such reasons are not cured within the 30-day period. For the purposes of this Agreement, "cause" shall include but not be limited to any one or more of the following:

- a. The commission by either party or any employee or agent of either party, of any act of gross negligence or intentional misconduct in relation to the Site or Site's premises;
- b. The failure or refusal of either party, to follow all the Site's rules, policies and procedures, as well as all New York State and Federal statutes and regulations applicable to the student's activities in a preceptorship or presence on the Site's premises; or
- c. The failure or refusal of the either party to perform any of its responsibilities or fulfill any of its obligations under this Agreement.

F. Miscellaneous:

1. Assignment:

This Agreement shall not be assigned in whole or in part without the express written consent of the other party.

2. Survival:

Each covenant and obligation of confidentiality and indemnity set forth in this Agreement shall survive the expiration or termination of this Agreement without limitation of time.

3. Notice:

All notices to the parties of this Agreement shall be in writing, signed by the party giving it and shall be served either personally or by prepaid, certified or registered mail, return receipt requested, addressed as follows:

a. To College:

Le Moyne College
1419 Salt Springs Road
Syracuse, New York 13214-1399
Attention: Academic Vice President

with a copy to:

Le Moyne College
1419 Salt Springs Road
Syracuse, New York 13214-1399
Attention: Nursing Program Director

and

- b. Syracuse City School District
725 Harrison Street
Syracuse, NY 13210
Attn: Office Manager / Administrator

or to such addresses as may be hereafter designated by notice. All notices shall become effective upon receipt.

4. Severability:

Each provision of this Agreement shall be considered separable and if for any reason any provision is determined to be invalid or unenforceable under any existing or future law, such invalidity or unenforceability shall not impair the operation or affect those provisions of this Agreement that are valid or enforceable.

IN WITNESS WHEREOF, the Site and College have executed this Agreement to be effective on the date indicated below.

By: [Signature] Le Moyne College

Title: Provost & Vice President
for Academic Affairs

Date: 12/5/2023

Syracuse City School District
By: [Signature]

Title: Superintendent

Date: 12/11/23

By: [Signature]
Scott Perbampieri
Chief Human Resources Officer

Date: 12/27/23

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EXHIBIT A

The College will require the following of all students as a condition of participation in the clinical portion of the Nursing Program:

1. A physical examination upon entrance to the program and updated physical findings annually.
2. Rubeola – (2) vaccines or proof of immunity by positive titer. If titer is negative or equivocal, 2 MMR vaccines given after the titer and 4 weeks apart will be required.
3. Rubella – (2) vaccines or proof of immunity by positive titer. If titer is negative, 2 MMR vaccine given after titer will be required.
4. Mumps – (2) vaccines or proof of immunity by positive titer. If titer is negative, 2 MMR vaccine given after titer will be required.
5. Tetanus booster given within past 10 years – dTap required.
6. Hepatitis B series or proof of immunity by positive titer. If titer is negative, the series is to be repeated and another titer performed. If titer is still negative, there is no further requirement.
7. Varicella – (2) vaccines or proof of immunity by positive titer. If titer is negative, 2 vaccines given 4 to 8 weeks apart will be required.
8. PPD (Mantoux) skin test prior to participation in the clinical preceptorship, and no more than every 1 year thereafter for negative findings. Positive findings require appropriate clinical follow up and documentation of x-ray along with information regarding treatment. Repeat skin test is not necessary.
9. Seasonal flu vaccine administered during the active flu season immediately preceding or surrounding the fieldwork rotation.
10. Covid-19 vaccine in accordance with medical recommendations of the NYS Department of Health for individuals engaged in health care professions.

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EXHIBIT B

_____, is precepting at Multiple Sites
[Name of Student]

and is a student enrolled at the College in its Nursing Program and desires to use the facilities of the Site to obtain the required clinical experience for graduation from the program.

As a condition to participate in the Nursing Program under the terms and conditions set forth in the Agreement between the College and the Site, the student agrees to:

1. refrain from abuse of behavior-altering substances and declares that he/she is currently free of addiction;
2. be familiar with the applicable policies and procedures of the Site and any applicable statutory, regulatory or professional rules or codes and any requirement of any authority having direction or control over the operations of the Site as presented to the student in the orientation program provided by the Site and abide by them;
3. maintain the confidentiality of all individually identifiable health information concerning patients of the site, including but not limited to medical records in any form, and including all data which is protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, (HIPAA Privacy Rule), and
4. not publish at any time any material relating to his/her clinical experience without the prior written approval of the College and the Site.

The student further acknowledges that during his/her clinical experience, he/she shall not be an employee of the Site.

Dated: _____ **Student:** _____

Witness: _____