NURSING CLINICAL SITE AFFILIATION AGREEMENT between PACE UNIVERSITY

and

THIS AGREEMENT made this ______ day of ______, 20____ by and between PACEUNIVERSITY, an educational institution having its place of business at One Pace Plaza, New York,NY 10038, referred to as the "UNIVERSITY", andhaving its place of business atin the City ofin the State ofhereinafter referred to as the "AGENCY".

It being the intent of the University and the Agency to cooperate for the education of nurses, it is agreed as follows:

1. The University will assume full responsibility for planning and execution of the educational program in nursing, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion and graduation.

2. The University will provide instructors for teaching and supervision of students assigned to the Agency for clinical experience, depending on the course assignment. All faculty, instructors and supervisors provided are licensed by the State of New York.

3. The University will have responsibility for planning the schedule of student experiences and for making individual assignments. The University will notify the Agency in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and instructors and type of experience. This schedule shall require approval by the Agency.

4. The University will withdraw any student from the clinical area when the student is unacceptable to the University or the Agency for reasons of health, unacceptable practices or performance.

5. The University will keep all records and reports on students' clinical experience.

6. The University will provide orientation for the Agency staff regarding the educational program.

7. The University shall direct students and instructors to comply with the rules and regulations of the Agency, of which the Agency has advised the University in writing, insofar as they may pertain to

the activities of both while in the Agency.

8. The University shall direct students and instructors to respect the confidential nature of all medical or personnel information relating to the Agency. The University shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable.

9. The University shall ensure that students and faculty have professional malpractice insurance in effect.

10. The University shall ensure that students have had a health clearance prior to the start of the educational experience. The students have an ongoing obligation to update the health clearance form if there is a change in his/her medical condition.

11. The Agency will ma

paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973. Vendor and its contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies. Vendor shall advise Pace of all permits and licenses required to be obtained in Pace's own name for the services to be provided herein, and shall cooperate with Pace in obtaining same.

17. Each party agrees to cooperate with each other in connection with any internal investigations by Pace or Agency of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of Agency's employees or subcontractors or participate in any Union grievance or other proceedings relative to Agency's employees or subcontractors except as a fact witness.
18. This initial period of this Agreement covers the period _______ through ______ and shall be deemed automatically renewed on an annual basis thereafter upon the same terms and conditions unless terminated by any party hereto upon at least sixty (60) days written notice prior to the annual renewal date. In the event of termination, students enrolled shall not be prejudiced with respect to completion of their clinical clerkship.

PACE UNIVERSITY

By:	By:
Ronald A. Nahum Associate Vice President for Finance and Assistant Treasurer	
By: Harriet R. Feldman, PhD, RN, FAAN Dean Lienhard School of Nursing	By:
Date:	Date:
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